IMPORTANT NOTICE

THIS BASE PROSPECTUS MAY ONLY BE DISTRIBUTED TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")) AND ARE OUTSIDE OF THE UNITED STATES.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the base prospectus attached to this electronic transmission (the "Base Prospectus") and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the Base Prospectus. In accessing the Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access. You acknowledge that this electronic transmission and the delivery of the Base Prospectus is confidential and intended only for you and you agree you will not reproduce or publish this electronic transmission or forward the Base Prospectus to any other person.

The Base Prospectus and any offer of the securities described in the Base Prospectus when made are only addressed to and directed at persons in member states of the European Economic Area ("**EEA**") who are "qualified investors" within the meaning of Article 2(1)(e) of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), including any relevant implementing measure in a relevant member state of the European Economic Area (the "**Prospectus Directive**") ("**Qualified Investors**").

RESTRICTIONS: UNDER NO CIRCUMSTANCES SHALL THE BASE PROSPECTUS CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL. ANY SECURITIES TO BE ISSUED HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE ATTACHED BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. DISTRIBUTION OR REPRODUCTION OF THE ATTACHED BASE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE SECURITIES LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

IN ADDITION, ANY SECURITIES DESCRIBED IN THIS BASE PROSPECTUS WHICH DO NOT CONSTITUTE "ALTERNATIVE FINANCE INVESTMENT BONDS" ("**AFIBS**") WITHIN THE MEANING OF ARTICLE 77A OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (REGULATED ACTIVITIES) (AMENDMENT) ORDER 2010 WILL REPRESENT INTERESTS IN A COLLECTIVE INVESTMENT SCHEME (AS DEFINED IN THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE "**FSMA**")) WHICH HAS NOT BEEN AUTHORISED, RECOGNISED OR OTHERWISE APPROVED BY THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY. ACCORDINGLY, THIS BASE PROSPECTUS IS NOT BEING DISTRIBUTED TO, AND MUST NOT BE PASSED ON TO, THE GENERAL PUBLIC IN THE UNITED KINGDOM.

THE DISTRIBUTION IN THE UNITED KINGDOM OF THIS BASE PROSPECTUS, ANY FINAL TERMS AND ANY OTHER MARKETING MATERIALS RELATING TO THE CERTIFICATES (A) IF THE CERTIFICATES ARE AFIBS AND THE DISTRIBUTION IS BEING EFFECTED BY A PERSON WHO IS NOT AN AUTHORISED PERSON UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000, IS BEING ADDRESSED TO, OR DIRECTED AT, ONLY THE FOLLOWING PERSONS: (I) PERSONS WHO ARE

INVESTMENT PROFESSIONALS AS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "**FINANCIAL PROMOTION ORDER**"); (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF PERSONS DESCRIBED IN ARTICLE 49 (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE FINANCIAL PROMOTION ORDER; AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE IN ACCORDANCE WITH THE FINANCIAL PROMOTION ORDER; AND (B) IF THE CERTIFICATES ARE NOT AFIBS AND THE DISTRIBUTION IS EFFECTED BY A PERSON WHO IS AN AUTHORISED PERSON UNDER THE FSMA, IS BEING ADDRESSED TO, OR DIRECTED AT, ONLY THE FOLLOWING PERSONS: (I) PERSONS FALLING WITHIN ONE OF THE CATEGORIES OF INVESTMENT PROFESSIONAL AS DEFINED IN ARTICLE 14(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE "**PROMOTION OF CIS ORDER**"), (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF PERSON DESCRIBED IN ARTICLE 22 (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE PROMOTION OF CIS ORDER AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE IN ACCORDANCE WITH THE PROMOTION OF CIS ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**").

THIS BASE PROSPECTUS MUST NOT BE ACTED ON OR RELIED ON (I) IN THE UNITED KINGDOM, BY PERSONS WHO ARE NOT RELEVANT PERSONS, AND (II) IN ANY MEMBER STATE OF THE EEA OTHER THAN THE UNITED KINGDOM, BY PERSONS WHO ARE NOT QUALIFIED INVESTORS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS BASE PROSPECTUS RELATES IS AVAILABLE ONLY TO (I) IN THE UNITED KINGDOM, RELEVANT PERSONS, AND (II) IN ANY MEMBER STATE OF THE EEA OTHER THAN THE UNITED KINGDOM, QUALIFIED INVESTORS, AND WILL BE ENGAGED IN ONLY WITH SUCH PERSONS.

Confirmation of Your Representation: By accessing this Base Prospectus you confirm to Deutsche Bank AG, London Branch, HSBC Bank plc, QInvest LLC and Standard Chartered Bank as arrangers and dealers (together, the "**Arrangers**" and the "**Dealers**"), QIB Sukuk Ltd. (the "**Trustee**") and Qatar Islamic Bank (Q.S.C.) ("**QIB**"), that: (i) you understand and agree to the terms set out herein; (ii) you are not a U.S. person (as defined in Regulation S under the Securities Act), or acting for the account or benefit of any U.S. person, and that you are not located in the United States, its territories and possessions; (iii) if you are in the United Kingdom, you are (or the person you represent is) a relevant person; (iv) if you are in any member state of the EEA other than the United Kingdom, you are a Qualified Investor (as defined in the Prospectus Directive); (v) you are outside of the United Kingdom or EEA (and the electronic mail addresses that you gave us and to which this Base Prospectus has been delivered are not located in such jurisdictions); (vi) if you are acting as a financial intermediary (as that term is used in Article 3(2) of the Prospectus Directive), the securities acquired by you as a financial intermediary in any offer of the securities described in the Base Prospectus have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, any person in circumstances which may give rise to an offer of any securities to the public other than their offer or resale in any member state of the EEA which has implemented the Prospectus Directive to Qualified Investors; (vii) you consent to delivery of the Base Prospectus by electronic transmission, (viii) you will not transmit the attached Base Prospectus (or any copy of it or part thereof) or disclose, whether orally or in writing, and (ix) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe or purchase any of the Certificates.

You are reminded that the attached Base Prospectus has been delivered to you on the basis that you are a person into whose possession this Base Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Base Prospectus, electronically or otherwise, to any other person and in particular to any U.S. person or to any U.S. address. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

None of the Arrangers or the Dealers or any of their respective affiliates accepts any responsibility whatsoever for the contents of the Base Prospectus or for any statement, made or purported to be made by any of them, or on any of their behalf, in connection with QIB, the Trustee or the issue and offering of the Certificates. The Arrangers, each Dealer and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of the Base Prospectus or any such statement. No representation or warranty, express or implied, is made by any of the Arrangers, the Dealers or their respective affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in the Base Prospectus.

The Arrangers and the Dealers are acting exclusively for QIB and the Trustee and no one else in connection with the issue and offering of the Certificates. They will not regard any other person (whether or not a recipient of the attached document) as their client in relation to the issue and offering of the Certificates and will not be responsible to anyone other than QIB and the Trustee for providing the protections afforded to its clients nor for giving advice in relation to the issue and offering of the Certificates or any transaction or arrangement referred to herein.

If you received this Base Prospectus by e-mail, you should not reply by e-mail to this communication. Any reply e-mail communications, including those you generate by using the "Reply" function on your email software, will be ignored or rejected. You are responsible for protecting against viruses and other destructive items. If you receive this Base Prospectus by e-mail, your use of this email is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Arrangers, the Dealers or any affiliate of the Arrangers or Dealers is a licensed broker or dealer in that jurisdiction the offering shall be deemed to be made by the Arrangers or Dealers or such affiliate on behalf of QIB and the Trustee in such jurisdiction.

Under no circumstances shall the Base Prospectus constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the attached document who intend to subscribe for or purchase the Certificates are reminded that any subscription or purchase may only be made on the basis of the information contained in this Base Prospectus.

This Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Arrangers, the Dealers, the Trustee, QIB nor any person who controls or is a director, officer, employee or agent of the Arrangers, the Dealers, the Trustee, QIB nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Arrangers or Dealers.

The distribution of the Base Prospectus in certain jurisdictions may be restricted by law. Persons into whose possession the attached document comes are required by the Arrangers, the Dealers, the Trustee and QIB to inform themselves about, and to observe, any such restrictions.

BASE PROSPECTUS

QIB SUKUK LTD.

(incorporated in the Cayman Islands as an exempted company with limited liability)

U.S.$1,500,000,000

Trust Certificate Issuance Programme

Under the U.S.$1,500,000,000 trust certificate issuance programme (the "**Programme**") described in this Base Prospectus (the "**Base Prospectus**"), QIB Sukuk Ltd. (in its capacity as issuer and as trustee, the "**Trustee**") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue trust certificates (the "**Certificates**") in any currency agreed between the Trustee and the relevant Dealer(s) (as defined below).

Certificates may only be issued in registered form. The Certificates will be issued in series (each series of Certificates being a "**Series**"). The maximum aggregate face amount of all Certificates from time to time outstanding under the Programme will not exceed U.S.$1,500,000,000 (or its equivalent in other currencies calculated as provided in the Programme Agreement described herein), subject to increase as described herein.

Certificates may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional dealer(s) (each a "**Dealer**" and together the "**Dealers**") appointed under the Programme from time to time by the Trustee and Qatar Islamic Bank (Q.S.C.) ("**QIB**"), which appointment may be for a specific issue of Certificates or on an ongoing basis. References in this Base Prospectus to the "**relevant Dealer(s)**" shall, in the case of an issue of Certificates being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe to such Certificates.

The Certificates will be limited recourse obligations of the Trustee. An investment in Certificates issued under the Programme involves certain risks. For a discussion of the principal risk factors that may affect the ability of the Trustee to fulfil its obligations under the Certificates, see "*Risk Factors*".

Each Series (as defined herein) of Certificates issued under the Programme will be constituted by (i) an amended and restated master declaration of trust dated 17 September 2015 (the "**Master Declaration of Trust**") entered into between the Trustee, QIB and Deutsche Trustee Company Limited as delegate of the Trustee (in such capacity, the "**Delegate**") and (ii) a supplemental declaration of trust (the "**Supplemental Declaration of Trust**") in relation to the relevant Series. Certificates of each Series confer on the holders of the Certificates from time to time (the "**Certificateholders**") the right to receive certain payments (as more particularly described herein) arising from the assets of a trust declared by the Trustee in relation to the relevant Series (the "**Trust**") over: (i) the Mudaraba Portfolio; and (ii) the Wakala Portfolio, each term as defined herein.

This Base Prospectus has been approved by the Central Bank of Ireland, as competent authority under Directive 2003/71/EC, as amended (including by Directive 2010/73/EU), and includes any relevant implementing measures in a relevant member state of the European Economic Area (a "**Member State**") (the "**Prospectus Directive**"). The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union ("**EU**") law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange plc (the "**Irish Stock Exchange**") for the Certificates issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list (the "**Official List**") and to trading on its regulated market (the "**Main Securities Market**"). Such approval relates only to the Certificates which are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments ("**MiFID**") (each such regulated market being a "**MiFID Regulated Market**") and/or which are to be offered to the public in any Member State.

References in this Base Prospectus to Certificates being "**listed**" (and all related references) shall mean that such Certificates have been admitted to the Official List and to trading on the Main Securities Market or, as the case may be, another MiFID Regulated Market as may be specified in the applicable final terms (each, the "**Final Terms**") relating to the relevant Series. The Main Securities Market is a MiFID Regulated Market.

The Programme permits Certificates to be issued on the basis that they may not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed between the Trustee, QIB and the relevant Dealer. The Final Terms in respect of the issue of any Series of Certificates will specify whether or not such Series of Certificates will be listed on the Official List and admitted to trading on the Main Securities Market (or any other stock exchange).

Each Series of Certificates will initially be represented by a global certificate in registered form (a "**Global Certificate**"). Global Certificates will be deposited on the relevant issue date with, and registered in the name of a nominee for, a common depositary (the "**Common Depositary**") on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). The provisions governing the exchange of interests in Global Certificates for definitive Certificates are described in "*Form of the Certificates*".

QIB has been assigned ratings of A+ by Fitch Ratings Ltd. ("**Fitch**") and A- by Standard & Poor's Credit Market Services Europe Limited ("**S&P**"), each with stable outlook. The State of Qatar has been assigned ratings of AA2 by Moody's Investors Service Singapore Pte. Ltd. and AA by S&P, each with stable outlook. The Programme has been rated A+ (stable outlook) by Fitch.

Moody's Investors Service Singapore Pte. Ltd. is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The rating has been endorsed by Moody's Investors Service Ltd ("**Moody's**") in accordance with the CRA Regulation. Each of Fitch, S&P and Moody's is established in the European Union and is registered under the CRA Regulation. As such, each of Fitch, S&P and Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation.

A Series of Certificates to be issued under the Programme may be rated or unrated. Where a Series of Certificates is to be rated, such rating will not necessarily be the same as the rating assigned to the Programme or Certificates already issued. Where a Series of Certificates is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by Fitch. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Whether or not a rating in relation to any Series of Certificates will be treated as having been issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the applicable Final Terms.

The transaction structure relating to the Certificates (as described in this Base Prospectus) has been approved by the Executive Shariah Committee of HSBC Saudi Arabia Limited, the QInvest Sharia'a Supervisory Board, the *Shari'a* Supervisory Board of QIB and the Shariah Supervisory Committee of Standard Chartered Bank. Prospective Certificateholders should not rely on the approval referred to above in deciding whether to make an investment in the Certificates and should consult their own *Shari'a* advisers as to whether the proposed transaction described in the approval referred to above is in compliance with their individual standards of compliance with *Shari'a* principles.

Arrangers and Dealers

Deutsche Bank **HSBC** **QInvest** **Standard Chartered Bank**

The date of this Base Prospectus is 17 September 2015

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and for the purpose of giving information with regard to the Trustee, QIB, QIB and its Subsidiaries and affiliates taken as a whole (the "**Group**") and the Certificates which, according to the particular nature of the Trustee, QIB, the Group and the Certificates, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Trustee and QIB.

The Trustee and QIB accept responsibility for the information contained in this Base Prospectus and each declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

This Base Prospectus has been prepared on the basis that any offer of Certificates in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Certificates. Accordingly, any person making or intending to make an offer in that Relevant Member State of Certificates which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Certificates may only do so in circumstances in which no obligation arises for the Trustee, QIB, or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. None of the Trustee, QIB or any Dealer have authorised, nor do they authorise, the making of any offer of Certificates in circumstances in which an obligation arises for the Trustee, QIB or any Dealer to publish or supplement a prospectus for such offer.

In the case of any Certificates which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Certificates).

None of the Arrangers, the Dealers, the Delegate, nor any of their directors, affiliates, advisors or agents has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by the Trustee or QIB in connection with the Programme.

Certain information under the headings "*Overview of Qatar*" and "*Banking Industry and Regulation in Qatar*" has been extracted from information provided or obtained by the Qatar Central Bank, the Ministry of Development Planning and Statistics, the U.S. Energy Information Administration, BP's "Statistical Review of World Energy" and the International Monetary Fund and, in each case, the relevant source of such information is specified where it appears under those headings.

Each of the Trustee and QIB confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Base Prospectus should be read and construed together with any amendments or supplements hereto and, in relation to any Series (as defined herein) of Certificates, should be read and construed together with the applicable Final Terms.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus and, if given or made, should not be relied upon as having been authorised by the Trustee, QIB, the Delegate, the Arrangers or any of the Dealers.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Certificate shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Trustee or QIB since the date hereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Delegate, the Arrangers and the Dealers expressly do not undertake to review the financial condition or affairs of the Trustee or QIB during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Certificates of any information coming to their attention.

To the fullest extent permitted by law, none of the Arrangers or the Dealers accept any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arrangers or a Dealer or on its behalf, in connection with the Trustee or QIB or the issue and offering of the Certificates. The Arrangers, each Dealer and their respective affiliates accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Trustee or QIB, the Arrangers or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Certificates. Each potential purchaser of Certificates should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Certificates should be based upon such investigation as it deems necessary. None of the Arrangers or the Dealers undertakes to review the financial condition or affairs of the Trustee or QIB during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Certificates of any information coming to the attention of any of the Arrangers or the Dealers.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Trustee, QIB, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of Certificates and on the distribution of this Base Prospectus, see "*Subscription and Sale*". In particular, the Certificates have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**"). Subject to certain exceptions, Certificates may not be offered, sold or delivered within the United States or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**"). The Trustee, QIB, the Delegate and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for, or purchase, any Certificates and should not be considered as a recommendation by the Trustee, the Delegate, QIB, the Arrangers, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for, or purchase, any Certificates. Each recipient of this Base Prospectus or any Final Terms should make its own investigation and appraisal of the condition (financial or otherwise) of the Trustee and QIB as it deems necessary.

The maximum aggregate face amount of Certificates outstanding at any one time under the Programme will not exceed U.S.$1,500,000,000 (and for this purpose, any Certificates denominated in another currency shall be translated into United States dollars at the date of the agreement to issue such Certificates (calculated in accordance with the provisions of the Programme Agreement)). The maximum aggregate face amount of Certificates which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Programme Agreement.

In connection with the issue of any Series, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of the Stabilising Manager(s)) in the applicable Final Terms may over-allot Certificates or effect transactions with a view to supporting the market price of the Certificates at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant series is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Series and 60 days after the date of the allotment of the relevant Series. Any stabilisation action or over-allotment must be conducted by the relevant

Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

The Certificates may not be a suitable investment for all investors. Each potential investor in the Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Certificates, the merits and risks of investing in the relevant Certificates and the information contained in this Base Prospectus;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Certificates and the impact such investment will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Certificates, including where any Dissolution Distribution Amount or Periodic Distribution Amount (each as defined herein) payments are payable in one or more currencies, or where the currency for any Dissolution Distribution Amount or Periodic Distribution Amount payment are different from the potential investor's currency;

(d) understand thoroughly the terms of the relevant Certificates and be familiar with the behaviour of any relevant indices and financial markets; and

(e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

The Certificates are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. Such investments may be purchased as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall investment portfolios. A potential investor should not invest in Certificates unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of the Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or the review of such laws and regulations by certain governmental or regulatory authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Certificates constitute legal investments for it; (ii) the Certificates can be used as collateral for various types of borrowing; and (iii) other restrictions apply to any purchase or pledge of any Certificates by the investor. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules and regulations.

No comment is made, or advice given, by the Trustee, QIB, the Delegate, the Arrangers or the Dealers in respect of taxation matters relating to any Certificates or the legality of the purchase of Certificates by an investor under applicable or similar laws.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL AND BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF THE CERTIFICATES.

PRESENTATION OF CERTAIN FINANCIAL AND OTHER INFORMATION

Financial Information

The historical financial information included in this Base Prospectus is as follows: (i) the audited consolidated financial statements of QIB as at and for the year ended 31 December 2014 (the "**2014 Financial Statements**"), (ii) the audited consolidated financial statements of QIB as at and for the year ended 31 December 2013 (the "**2013 Financial Statements**") and (iii) the unaudited interim condensed consolidated financial statements of QIB as at and for the six months ended 30 June 2015 (the "**Interim Financial Statements**").

QIB's consolidated financial statements have been prepared in accordance with Financial Accounting Standards ("**FAS**") issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("**AAOIFI**"), the *Shari'a* Rules and Principles as determined by QIB's *Shari'a* Supervisory Board, related regulations of the Qatar Central Bank and applicable provisions of the Qatar Commercial Companies Law No. 11 of 2015. For matters which are not covered by AAOIFI standards, QIB uses International Financial Reporting Standards ("**IFRS**"). Investors should not rely on interim results as being indicative of the results QIB may expect for the full year.

The financial information included in this Base Prospectus has not been prepared in accordance with IFRS and there may be material differences in the financial information had IFRS been applied to the historical financial information. See "*Summary of Significant Differences Between the Financial Accounting Standards Issued by AAOIFI and International Financial Reporting Standards*".

Certain Defined Terms

Capitalised terms which are used but not defined in any section of this Base Prospectus will have the meaning attributed thereto in the Conditions or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

- references to "**Basel III**" are to the reforms to the international regulatory capital framework issued by the Basel Committee on Banking Supervision and as adopted by the Qatar Central Bank as part of a package of new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for international credit institutions (including guidance on the eligibility criteria for tier 1 capital and tier 2 capital instruments);
- references to an "**effective ownership interest**" herein are to an ownership interest which, in addition to QIB's own shareholding, includes the shareholding held by nominees of QIB in a relevant entity;
- references to "**Qatar**" herein are to the State of Qatar;
- references to the "**QCB Law**" herein are to the Law of the Qatar Central Bank and the Regulation of Financial Institutions (Law No. 13 of 2012);
- references to the "**Government**" herein are to the government of Qatar; and
- references to a "**Member State**" herein are references to a Member State of the European Economic Area.

Certain Conventions

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments. Accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

All references in this Base Prospectus to "**U.S. dollars**", "**U.S.$**", "**dollars**" and "**$**" refer to United States dollars being the legal currency for the time being of the United States of America; all references to "**euro**" and "**€**" are to the currency introduced at the start of the third stage of the Treaty on the Functioning of the European Union, as amended; and all references to "**riyal**" and "**QAR**" refer to Qatari riyal being the legal currency for the time being of Qatar. The riyal has been pegged to the U.S. dollar since 1971. Since 1980, the peg has been effectively set at a fixed exchange rate of 3.64 riyals per U.S. dollar and this rate was officially adopted in 2001. Accordingly, translations of amounts from riyals to U.S. dollars have been made at this exchange rate for all periods presented in this Base Prospectus and are based on the rounded QAR amounts and not the original amounts that appear in the financial statements included in this Base Prospectus.

References to a "**billion**" are to a thousand million.

SUPPLEMENTARY PROSPECTUS

If at any time the Trustee and QIB shall be required to prepare a supplementary prospectus pursuant to Regulation 51 of Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (S.I. No. 324 of 2005) (the "**Irish Prospectus Regulations**"), the Trustee and QIB will prepare and make available a supplement to this Base Prospectus which, in respect of any subsequent issue of Certificates to be listed on the Official List and admitted to trading on the Main Securities Market, shall constitute a supplementary prospectus as required by Regulation 51 of the Irish Prospectus Regulations.

Each of the Trustee and QIB has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Certificates and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of each of the Trustee and QIB, and the rights attaching to the Certificates, the Trustee and QIB shall prepare a supplement to this Base Prospectus or publish a replacement base prospectus for use in connection with any subsequent offering of the Certificates and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus may be deemed to be "forward-looking statements". Forward-looking statements include statements concerning QIB's plans, objectives, goals, strategies and future operations and performance and the assumptions underlying these forward-looking statements. When used in this Base Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*", "*Description of Qatar Islamic Bank (Q.S.C.)*" and other sections of this Base Prospectus. QIB has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although QIB believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as at the date of this Base Prospectus, if one or more of the risks or uncertainties materialise, including those identified below or which QIB has otherwise identified in this Base Prospectus, or if any of QIB's underlying assumptions prove to be incomplete or inaccurate, QIB's actual results of operation may vary from those expected, estimated or predicted. Investors are therefore strongly advised to read, among others, the sections entitled "*Risk Factors*", "*Description of Qatar Islamic Bank (Q.S.C.)*", "*Management and Employees*", "*Risk Management*", "*Related Party Transactions*", "*Selected Financial Information*", "*Overview of Qatar*" and "*Banking Industry and Regulation in Qatar*", which include a more detailed description of the factors that might have an impact on QIB's business development and on the industry sector in which it operates.

The risks and uncertainties referred to above include:

- macro-economic and financial market conditions and, in particular recovery from, the global financial crisis;
- credit risks, including the impact of a higher level of credit defaults arising from adverse economic conditions (in particular in relation to the real estate and construction sectors), the impact of provisions and impairments and concentration of QIB's portfolio of Islamic financing and investing assets;
- liquidity risks, including the inability of QIB to meet its contractual and contingent cash flow obligations or the inability to fund its operations; and
- changes in profit rates and other market conditions.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*".

Any forward-looking statements contained in this Base Prospectus speak only as at the date of this Base Prospectus. Without prejudice to any requirements under applicable laws and regulations, QIB expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any forward-looking statement is based. Given the uncertainties of forward-looking statements, QIB cannot assure potential investors that projected results or events will be achieved and QIB cautions potential investors not to place undue reliance on these statements.

NOTICE TO UK RESIDENTS

Any Certificates to be issued under the Programme which do not constitute "alternative finance investment bonds" ("**AFIBs**") within the meaning of Article 77A of the FSMA as amended by the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000 (the "**FSMA**")) which has not been authorised, recognised or otherwise approved by the Financial Conduct Authority. Accordingly, this Base Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Base Prospectus, any Final Terms and any other marketing materials relating to the Certificates is being addressed to, or directed at: (A) if the Certificates are AFIBs and the distribution is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**"); (ii) persons falling within any of the categories of persons described in Article 49 (High net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the Certificates are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**Promotion of CIS Order**"), (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CIS Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CIS Order.

Persons of any other description in the United Kingdom may not receive and should not act or rely on this Base Prospectus, any Final Terms or any other marketing materials in relation to the Certificates.

Potential investors in the United Kingdom in any Certificates which are not AFIBs are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Any individual intending to invest in any investment described in this Base Prospectus should consult his professional adviser and ensure that he fully understands all the risks associated with making such an investment and that he has sufficient financial resources to sustain any loss that may arise from such investment.

CAYMAN ISLANDS NOTICE

No invitation, whether directly or indirectly, may be made to any member of the public of the Cayman Islands to subscribe for any Certificates issued under the Programme and this Base Prospectus shall not be construed as an invitation to any member of the public of the Cayman Islands to subscribe for any Certificates issued under the Programme.

NOTICE TO KINGDOM OF BAHRAIN RESIDENTS

In relation to investors in the Kingdom of Bahrain, Certificates issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the Central Bank of Bahrain ("**CBB**") in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$100,000 or the equivalent amount in any other currency or such other amount as the CBB may determine.

This Base Prospectus does not constitute an offer of securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006).

The offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Base Prospectus or related offering documents and it has not in any way considered the merits of the Certificates to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Base Prospectus and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Base Prospectus. No offer of Certificates will be made to the public in the Kingdom of Bahrain and this Base Prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

NOTICE TO RESIDENTS OF MALAYSIA

Any Certificates to be issued under the Programme may not be offered for subscription or purchase and no invitation to subscribe for or purchase such Certificates in Malaysia may be made, directly or indirectly, and this Base Prospectus or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within categories set out in Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3) of the Capital Market and Services Act, 2007 of Malaysia.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or QIB and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Prospectus.

NOTICE TO RESIDENTS OF THE STATE OF QATAR

This Base Prospectus does not and is not intended to constitute an offer, sale or delivery of bonds or other debt financing instruments under the laws of Qatar and the rules and regulations applicable in the Qatar Financial Centre and has not been and will not be reviewed or approved by or registered with the Qatar Financial Markets Authority, the Qatar Financial Centre Regulatory Authority, the Qatar Stock Exchange or the Qatar Central Bank in accordance with their regulations or any other regulations in Qatar and the Qatar Financial Centre. The Certificates are not and will not be traded on the Qatar Stock Exchange.

KINGDOM OF SAUDI ARABIA NOTICE

This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "**Capital Market Authority**").

The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of the Certificates issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the Certificates. If a prospective purchaser does not understand the contents of this Base Prospectus he or she should consult an authorised financial adviser.

CONTENTS

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Series of Certificates, the Final Terms. The Trustee and any relevant Dealer(s) may agree that Certificates shall be issued in a form other than that contemplated in the Terms and Conditions of the Certificates, in which event, in the case of listed Certificates only and if appropriate, a supplemental prospectus will be published.

Words and expressions defined in "*Form of the Certificates*" and "*Terms and Conditions of the Certificates*" shall have the same meanings in this overview.

Seller, QIB, Managing Agent and Mudarib:	Qatar Islamic Bank (Q.S.C.), incorporated in Qatar on 8 July 1982 as a Qatari shareholding company by Emiri decree Number 45 of 1982, in its capacity as Seller pursuant to the Master Wakala Purchase Agreement, QIB pursuant to the Purchase Undertaking Deed, Managing Agent pursuant to the Management Agreement and as Mudarib pursuant to the Master Restricted Mudaraba Agreement.
Trustee:	QIB Sukuk Ltd., as trustee for and on behalf of the Certificateholders and, in such capacity, as issuer of the Certificates, an exempted company with limited liability incorporated on 5 September 2012 in accordance with the laws of, and formed and registered in, the Cayman Islands, with registered number 271468 with its registered office at the offices of MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents (as defined below) to which it is a party.
Ownership of the Trustee:	The authorised share capital of the Trustee is U.S.$50,000 consisting of 50,000 shares of U.S.$1.00 each, of which 250 shares are fully paid up and issued. The Trustee's entire issued share capital is held by MaplesFS Limited, on trust for charitable purposes.
Administration of the Trustee:	The affairs of the Trustee are managed by MaplesFS Limited (the "**Trustee Administrator**"), with registered office at P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands, who will provide, *inter alia*, corporate administrative services and director services and act as share trustee for and on behalf of the Trustee pursuant to the corporate services agreement dated 25 September 2012 made between, *inter alios*, the Trustee and the Trustee Administrator (the "**Corporate Services Agreement**").
Arrangers:	Deutsche Bank AG, London Branch, HSBC Bank plc, QInvest LLC and Standard Chartered Bank.
Dealers:	Deutsche Bank AG, London Branch, HSBC Bank plc, QInvest LLC, Standard Chartered Bank and any other Dealer appointed from time to time either generally in respect of the Programme or in relation to a particular Series of Certificates.
Delegate:	Deutsche Trustee Company Limited (the "**Delegate**"). In accordance with the Master Declaration of Trust, the Trustee will, *inter alia*, unconditionally and irrevocably appoint the Delegate to be its attorney and to exercise certain future duties, powers, authorities and discretions vested in the Trustee by certain provisions in the Master Declaration of Trust in accordance with the terms of the Master Declaration of Trust. In addition, pursuant to the Master Declaration of Trust, certain powers will be vested solely in the Delegate.

Principal Paying Agent and Calculation Agent:	Deutsche Bank AG, London Branch.
Registrar and Transfer Agent:	Deutsche Bank Luxembourg S.A.
Wakala Portfolio:	Pursuant to the terms of the Master Wakala Purchase Agreement (as supplemented on each Issue Date by a Supplemental Purchase Contract), a proportion of the Proceeds in respect of each Series will be used to purchase the Wakala Portfolio, which will be managed by QIB as Managing Agent pursuant to the terms of the Management Agreement and the Wakala Investment Plan.
Restricted Mudaraba:	Pursuant to the terms of the Master Restricted Mudaraba Agreement, in respect of each Series, the Trustee (as Rabb-al-Maal) will enter into a Restricted Mudaraba Contract with QIB (as Mudarib) pursuant to which the remainder of the Proceeds of such Series will be applied by the Mudarib in accordance with the Mudaraba Investment Plan as Mudaraba Capital for investment in the Mudaraba Portfolio, which the Mudarib will hold and manage in favour of the Rabb-al-Maal.
Programme Size:	Up to U.S.$1,500,000,000 (or its equivalent in other currencies) aggregate face amount of Certificates outstanding at any one time. The amount of the Programme may be increased in accordance with the terms of the Programme Agreement.
Issuance in Series:	The Certificates will be issued in series (each series of Certificates being a "**Series**"). The specific terms of each Series will be completed in the applicable Final Terms. Certificates may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Certificates may be denominated in any currency agreed between the Trustee, QIB and the relevant Dealer(s), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Maturities:	The Certificates will have such maturities as may be agreed between the Trustee, QIB and the relevant Dealer(s), subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Trustee, QIB or the Specified Currency (as defined in the applicable Final Terms).
Issue Price:	Certificates may be issued at any price on a fully paid basis, as specified in the applicable Final Terms. The price and amount of Certificates to be issued under the Programme will be determined by the Trustee, QIB and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Status of the Certificates:	Each Certificate will represent an undivided ownership interest in the Trust Assets of the relevant Series, will be a limited recourse obligation of the Trustee and will rank *pari passu*, without preference or priority, with all other Certificates of the relevant Series issued under the Programme. The payment obligations of QIB (in any capacity) to the Trustee under the Transaction Documents in respect of each Series of Certificates will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5) unsecured obligations of QIB and shall, save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in Condition 5, at all times rank at least equally with all other unsecured and unsubordinated monetary obligations of QIB, present and future.

Periodic Distribution Amounts:	Certificateholders are entitled to receive Periodic Distribution Amounts calculated on the basis specified in the applicable Final Terms.
Fixed Rate Certificates:	Fixed Rate Certificates will bear profit on their outstanding face amount at such fixed rate per annum and on such date or dates as may be agreed between the Trustee, QIB and the relevant Dealer(s), calculated in accordance with such Day Count Fraction as may be agreed between the Trustee, QIB and the relevant Dealer(s), each as more particularly described in Condition 8.
Floating Rate Certificates:	Floating Rate Certificates will bear profit on their outstanding face amount at such floating rate per annum determined on the basis of the relevant Reference Rate as adjusted for any applicable margin. The margin (if any) relating to such floating rate will be agreed between the Trustee, QIB and the relevant Dealer(s) for each Series of Floating Rate Certificates. Such profit will be paid on such date or dates as may be agreed between the Trustee, QIB and the relevant Dealer(s) and will be calculated on the basis of such Day Count Fraction as may be agreed between the Trustee, QIB and the relevant Dealer(s). See Condition 9.
Negative Pledge:	The Certificates will have the benefit of a negative pledge granted by QIB in respect of itself and its Material Subsidiaries, as described in Condition 5.
Cross-Default:	In respect of QIB, the Certificates will have the benefit of a cross-default provision, as described in Condition 15 (*Dissolution Events*).
Trust Assets:	Pursuant to the Master Declaration of Trust, as supplemented by a Supplemental Declaration of Trust for each Series, the Trustee will declare that it will hold, for each Series, certain assets (the "**Trust Assets**"), consisting of: (a) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the relevant Sukuk Assets; (b) all of the Trustee's rights, title, interest and benefit, present and future, in and to the Transaction Documents (excluding: (i) any representations given by QIB to the Trustee and the Delegate pursuant to any of the Transaction Documents; and (ii) the covenant given to the Trustee pursuant to clause 17.1 (*Remuneration and Indemnification of the Trustee and the Delegate*) of the Master Declaration of Trust); (c) all monies standing to the credit of the Transaction Account (as defined in Condition 6(c) (*Trust – Operation of Transaction Account*)); (d) any other assets, rights, cash or investments as may be specified in the applicable Final Terms, and all proceeds of the foregoing upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each holder for the relevant Series.
Dissolution on the Scheduled Dissolution Date:	Unless the Certificates are previously redeemed or purchased and cancelled, the Trustee will redeem the Series at the relevant Dissolution Amount and the Trust in relation to the relevant Series will be dissolved by the Trustee on the relevant Scheduled Dissolution Date specified in the applicable Final Terms for such Series.

Dissolution Amount: Means, in relation to a particular Series, either:

(a) the sum of:

(i) the outstanding face amount of such Series; and

(ii) any due but unpaid Periodic Distribution Amounts for such Series; or

(b) such other amount specified in the applicable Final Terms as being payable upon dissolution of the relevant Series.

Early Dissolution of the Trust: The Trust may only be dissolved prior to the Scheduled Dissolution Date upon:

(a) the occurrence and continuation of a Dissolution Event;

(b) the exercise of an Optional Dissolution Right (if the Optional Dissolution Right is applicable to the relevant Series);

(c) the occurrence of a Tax Event (as defined in Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*)); or

(d) all of the Certificates of the relevant Series being cancelled upon the exercise of the relevant Redemption Undertaking.

In the case of the events described in paragraphs (a) to (c) above, the Certificates of a Series will be redeemed pursuant to the exercise of the relevant Purchase Undertaking or the relevant Sale Undertaking (as applicable) whereupon QIB will purchase from the Trustee the relevant Wakala Assets and the relevant Restricted Mudaraba will be liquidated. The Exercise Price payable under the relevant Purchase Undertaking or Sale Undertaking (as applicable) together with the proceeds from the liquidation of the Restricted Mudaraba and any Wakala Portfolio Principal Revenues deposited by the Managing Agent in the Transaction Account in accordance with clause 6.4 of the Management Agreement will be used to fund the redemption of the Certificates at an amount equal to the Dissolution Amount.

Dissolution Events: The Dissolution Events are described in Condition 15 (*Dissolution Events*). Following the occurrence of a Dissolution Event which is continuing, the Certificates of the relevant Series may be redeemed in full at an amount equal to the relevant Dissolution Amount on the relevant Dissolution Event Redemption Date and the Trust in relation to the relevant Series will be dissolved by the Trustee.

Early Dissolution for Tax Reasons: Where the Trustee has or will become obliged to pay any additional amounts in respect of the Certificates pursuant to Condition 12 (*Taxation*) or QIB has or will become obliged to pay any additional amounts in respect of amounts payable under the Transaction Documents as a result of a change in the laws of a Relevant Jurisdiction (as defined in the Conditions) and such obligation cannot be avoided by the Trustee or QIB, as applicable, taking reasonable measures available to it, the Trustee will, following receipt of a notice (the "**Exercise Notice**") and payment of the Exercise Price under the relevant Sale Undertaking and following the liquidation of the relevant Restricted Mudaraba in accordance with the provisions of the Master Restricted Mudaraba Agreement and the relevant Mudaraba Contract and the deposit in the Transaction Account by the Managing Agent of any Wakala Portfolio Principal Revenues in accordance with clause 6.4 of the Management Agreement, redeem the Certificates at an amount equal to the relevant Dissolution Amount on the relevant exercise date specified in the Exercise Notice.

Optional Dissolution Right:	If so specified in the applicable Final Terms as being applicable, QIB may, in accordance with Condition 11(c) (*Capital Distributions of the Trust – Dissolution at the Option of QIB*), require the Trustee to redeem the Certificates of the relevant Series at any time prior to the relevant Scheduled Dissolution Date at an amount equal to the relevant Dissolution Amount.
Cancellation of Certificates held by QIB and/or any of its Subsidiaries:	Pursuant to Condition 14(b) (*Purchase and Cancellation of Certificates – Cancellation of Certificates held by QIB and/or any of its Subsidiaries*), QIB and/or any of its subsidiaries may at any time purchase Certificates in the open market or otherwise. If QIB wishes to cancel such Certificates purchased by it and/or any of its subsidiaries (the "**Cancellation Certificates**"), QIB may, in accordance with the terms of the Redemption Undertaking Deed, and following the service of a cancellation notice by QIB to the Trustee, require the Trustee, any time prior to the relevant Scheduled Dissolution Date, to cancel any Cancellation Certificates surrendered to it by QIB and/or any of its subsidiaries and to transfer the Wakala Assets specified by QIB (in its sole and absolute discretion) in such cancellation notice, together with all of the Trustee's rights, title, interests, benefits and entitlements in and to such assets, the value of which shall be no greater than the Wakala Percentage of the aggregate outstanding face amount of the Cancellation Certificates. Upon receipt by the Trustee of the cancellation notice, the Mudarib will transfer to QIB such Mudaraba Assets as selected by the Mudarib in its sole and absolute discretion, provided that the aggregate Value of such assets shall be no greater than the Mudaraba Percentage of the aggregate face amount of the Cancellation Certificates.
Limited Recourse:	Each Certificate of a particular Series will represent an undivided ownership interest in the Trust Assets for such Series. No payment of any amount whatsoever shall be made in respect of the Certificates except to the extent that funds for that purpose are available from the relevant Trust Assets. Certificateholders have no recourse to any assets of the Trustee (and/or its directors or officers in their capacity as such) (other than the relevant Trust Assets) or the Delegate or any Agent or any of their respective affiliates in respect of any shortfall in the expected amounts from the relevant Trust Assets to the extent the relevant Trust Assets have been enforced, realised and fully discharged following which all obligations of the Trustee shall be extinguished.
Denomination of Certificates:	The Certificates will be issued in such denominations as may be agreed between the Trustee, QIB and the relevant Dealer(s) save that (i) the minimum denomination of each Certificate will be such amount as may be allowed or required from time to time by the relevant listing authority, central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency, (ii) the minimum denomination of each Certificate admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, will be at least €100,000 (or, if the Certificates are denominated in a currency other than euro, the equivalent amount in such currency, as calculated on the Issue Date of such Series) and (iii) unless otherwise permitted by such current laws and regulations, Certificates (including Certificates denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Trustee in the United Kingdom or whose issue otherwise

	constitutes a contravention of Section 19 of the FSMA will have a minimum denomination of £100,000 (or, if the Certificates are denominated in a currency other than sterling, the equivalent amount in such currency, as calculated on the Issue Date of such Series).
Form and Delivery of the Certificates:	The Certificates will be issued in registered form only. The Certificates will be represented on issue by beneficial interests in a global Certificate (the "**Global Certificate**"), which will be deposited with, and registered in the name of a nominee for, a common depositary (the "**Common Depositary**") for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"). Ownership interests in the Global Certificate will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg (as applicable), and their respective participants. See the section entitled "*Form of the Certificates*". Certificates in definitive form evidencing holdings of Certificates ("**Definitive Certificates**") will be issued in exchange for interests in the relevant Global Certificate only in certain limited circumstances.
Clearance and Settlement:	Certificateholders must hold their interest in the relevant Global Certificate in book-entry form through Euroclear and/or Clearstream, Luxembourg. Transfers within and between each of Euroclear or Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearing system.
Withholding Tax:	All payments by the Trustee in respect of the Certificates shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, imposed or levied, collected, withheld or assessed by the Cayman Islands and Qatar (or any political subdivision or any authority thereof or therein having power to tax), unless such withholding or deduction is required by law. In such event, the Trustee has agreed to pay such additional amounts as shall result in receipt by the Certificateholders of such amounts as would have been received by it had no such withholding or deduction been required, subject to and in accordance with Condition 12. If the Trustee is required to pay any additional amounts as aforesaid, QIB has undertaken in the Purchase Undertaking Deed to pay such additional amounts as may be necessary so that the full amount due and payable by the Trustee in respect of the Certificates is received by the Trustee for the purposes of payment to the Certificateholders in accordance with and subject to the provisions of Condition 12. In addition, all payments by QIB under the applicable Transaction Documents to which it is a party are to be made without any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature unless required by law and without set-off or counterclaim of any kind. If any deduction or withholding is required by law, QIB has undertaken to pay such additional amounts as shall result in receipt by the Trustee of such amounts as would have been received by it under the relevant Transaction Document had no such deduction or withholding been made. See the section entitled "*Taxation – Qatar*" for a description of certain tax considerations applicable in Qatar.
Listing and Trading:	Application has been made to the Irish Stock Exchange for Certificates issued under the Programme during the period of

	12 months from the date of this Base Prospectus to be admitted to the Official List and admitted to trading on the Main Securities Market. Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, QIB and the relevant Dealer(s) in relation to the Series and as will be specified in the applicable Final Terms. Certificates which are neither listed nor admitted to trading on any market may also be issued.
Certificateholder Meetings:	A summary of the provisions for convening meetings of Certificateholders to consider matters relating to their interests as such is set out in Condition 19 (*Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination*).
Tax Considerations:	See the section entitled "*Taxation*" for a description of certain tax considerations applicable to the Certificates.
Governing Law:	The Certificates and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law. Each of the Master Declaration of Trust, each Supplemental Declaration of Trust, the Agency Agreement, the Programme Agreement, the Purchase Undertaking Deed, the Sale Undertaking Deed, the Redemption Undertaking Deed, the Wakala Asset Substitution Undertaking Deed, each Supplemental Purchase Contract, the Master Restricted Mudaraba Agreement, each Restricted Mudaraba Contract and any non-contractual obligations arising out of or in connection with the same will be governed by and construed in accordance with English law. The Master Wakala Purchase Agreement, each Supplemental Purchase Contract and any sale agreement which may be entered into as a result of the exercise of rights under the Purchase Undertaking Deed or the Sale Undertaking Deed will be governed by, and construed in accordance with, the laws of Qatar ("**Qatari law**"). The Corporate Services Agreement will be governed by the laws of the Cayman Islands.
Transaction Documents:	The Transaction Documents are the Master Restricted Mudaraba Agreement, each Restricted Mudaraba Contract, the Management Agreement, the Master Wakala Purchase Agreement, each Supplemental Purchase Contract, the Master Declaration of Trust, each Supplemental Declaration of Trust, the Purchase Undertaking Deed, the Sale Undertaking Deed, any sale agreement which may be entered into as a result of the exercise of rights under the Purchase Undertaking Deed or the Sale Undertaking Deed, the Redemption Undertaking Deed, the Wakala Asset Substitution Undertaking Deed, the Agency Agreement and the Certificates.
Rating:	The Programme has been rated A+ (stable outlook) by Fitch. A Series of Certificates to be issued under the Programme may be rated or unrated. Where a series of Certificates is to be rated, its rating will be specified in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Selling and Transfer Restrictions:	There are restrictions on the distribution of this Base Prospectus and the offer, sale or transfer of Certificates in the United States of America, the European Economic Area, the United Kingdom, Hong Kong, Japan, Malaysia, Singapore, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the Kingdom of Saudi Arabia, the Kingdom of Bahrain, the State of Qatar, the Cayman Islands and such other restrictions as may be required in connection with the offering and sale of the Certificates. See "*Subscription and Sale*".
United States Selling Restrictions:	Regulation S, Category 2.
Waiver of Immunity:	QIB has acknowledged in the Agency Agreement, the Master Declaration of Trust, the Purchase Undertaking, the Management Agreement, the Master Restricted Mudaraba Agreement and the Master Wakala Purchase Agreement that to the extent that it may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to QIB or its assets or revenues, QIB will not claim and has irrevocably and unconditionally waived such immunity to the full extent permitted by the laws of such jurisdiction.

RISK FACTORS

Each of the Trustee and QIB believes that the following factors may affect both the Trustee's ability to pay amounts owing under a Series of Certificates issued under the Programme and QIB's ability to satisfy its obligations under the relevant Transaction Documents relating to any such series of Certificates. All of these factors are contingencies which may or may not occur and neither the Trustee nor QIB is in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which each of the Trustee and QIB believe may be material for the purpose of assessing the market risks associated with Certificates issued under the Programme are also described below.

Each of the Trustee and QIB believes that the factors described below represent the principal risks inherent in investing in the Certificates issued under the Programme, but the inability of the Trustee to pay Periodic Distribution Amounts, Dissolution Amounts or other amounts on or in connection with any Certificates may occur for other reasons which may not be considered significant risks by the Trustee or QIB based on information currently available to them or which they may not currently be able to anticipate. Neither the Trustee nor QIB represents that the statements below regarding the risks of holding any Certificates are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Although the Trustee and QIB believe that the various structural elements described in this Base Prospectus lessen some of these risks for Certificateholders, there can be no assurance that these measures will be sufficient to ensure payment to Certificateholders of any Periodic Distribution Amount or the Dissolution Amount in respect of the Certificates of any Series on a timely basis or at all.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. Words and expressions defined in "Form of the Certificates" and "Terms and Conditions of the Certificates" shall have the same meanings in this section.

Risk factors relating to the Trustee

The Trustee was incorporated under the laws of the Cayman Islands on 5 September 2012 as an exempted company with limited liability and has a limited operating history. As at the date of this Base Prospectus, the only activity the Trustee has engaged in is the issuance of Certificates under the Programme, the acquisition of Trust Assets as described herein, acting in the capacity as Trustee, the issuance of shares in its capital and other activities incidental or related to the foregoing as required under the Transaction Documents and the Corporate Services Agreement. The Trustee has not engaged in any other business activity. Because the Trustee is a Cayman Islands company, it may not be possible for Certificateholders to effect service of process on it outside the Cayman Islands.

The Trustee's only material assets, which will be held on trust for Certificateholders, will be the Trust Assets relating to each Series of Certificates issued, including the obligation of QIB to make payments under the relevant Transaction Documents relating to each Series.

The ability of the Trustee to pay amounts due on the Certificates will primarily be dependent upon receipt by the Trustee from QIB of all amounts due under the relevant Transaction Documents (which in aggregate may not be sufficient to meet all claims under the Certificates and the Transaction Documents). Therefore the Trustee is subject to all the risks to which QIB is subject to the extent that such risks could limit QIB's ability to satisfy in full and on a timely basis its obligations under the Transaction Documents to which it is a party. See "*– Risks relating to QIB and its business*".

Risk factors relating to QIB and its business

With more than 86 per cent. of its assets and liabilities in Qatar at 30 June 2015, QIB is dependent on the state of the Qatari economy which, in turn, is dependent on developments in international oil and gas prices

Qatar's economy is materially affected by international oil and natural gas prices, which have fluctuated widely over the past two decades. According to preliminary data in the Qatar Central Bank's Quarterly Statistical Bulletin for June 2015, the oil and gas sector contributed 54.4 per cent. and 50.5 per cent. to Qatar's total nominal gross domestic product ("**GDP**") for the years ended 31 December 2013 and 31 December 2014, respectively. It also contributed 62.4 per cent. and 56.3 per cent. to the annual revenues of Qatar in the fiscal years ended 31 March 2013 and 31 March 2014, respectively.

The Organization of the Petroleum Exporting Countries ("**OPEC**") Reference Basket crude oil price averaged U.S.$109 per barrel in 2012 and U.S.$106 per barrel in 2013. However, since June 2014, when the monthly average OPEC Reference Basket price per barrel was U.S.$108, crude oil prices have fallen by approximately 58 per cent. to a monthly average price of U.S.$45 in August 2015. According to the International Monetary Fund (the "**IMF**"), this fall in prices will lead to a substantial deterioration in Qatar's fiscal position since the price of liquefied natural gas ("**LNG**") sold by Qatar is linked to the price of oil and more than 90 per cent. of its budget revenues and exports are tied to activities of the hydrocarbon sector.

International prices for crude oil have fluctuated substantially as a result of many factors, including global demand for oil and natural gas, changes in production levels, geopolitical uncertainty (particularly in the Middle East and North Africa ("**MENA**") region), changes in governmental regulations, weather, general economic conditions and competition from other energy sources. In addition, as crude oil prices provide a benchmark for gas and petrochemical feedstock prices, changes in crude oil prices may also have an impact on gas and petrochemical prices. International prices for natural gas have also fluctuated significantly in the past depending on global supply and demand and the availability and price of alternative energy sources.

In the past, Qatar has been able to partially offset lower hydrocarbon prices by increases in hydrocarbon production, but the future rate of growth in Qatar's hydrocarbon production is expected to slow down. Most of Qatar's oilfields are mature and oil production may have peaked in 2011. Additionally, the reserves at Al Shaheen, one of Qatar's most productive oil fields, were reduced in 2011 after drilling results led to a reserves reassessment. Qatar is also approaching the end of a 20 year development cycle for LNG projects and LNG production is expected to plateau in the near future.

With a moratorium on the development of new gas projects in the North Field in place since 2005 (excluding the Barzan gas pipeline project which is targeted for local consumption), and given the long lead time to develop gas projects, Qatar may not be able to significantly increase gas production in the near future through new gas projects.

Thus, any material reduction in the prices of natural gas, crude oil and other hydrocarbons may have a significant adverse impact on the economy of Qatar and may also materially adversely impact Qatar's revenues and financial condition. Such effects would be likely to materially adversely affect QIB by reducing the demand from its Qatari customers for financing and by adversely affecting the quality of its outstanding financing, thus potentially increasing its impairment losses and so reducing profitability. In addition, any reduction in Qatar's revenues would reduce the likelihood and/or extent of Government financial support being available to Qatari banks, including QIB, should such support be needed in the future.

Another area of risk to Qatar's economy arises from the fact that Qatar is located in a region that is strategically important and parts of this region have, at times, experienced political instability. The political instability has included regional wars, such as the Gulf War of 1991, the Iraq War of 2003, the 2006 conflict in Lebanon, the 2008 conflict in Gaza and the continuing civil war in Syria, tensions between and among the United States, Israel, Syria and Iran, terrorist acts, maritime piracy and civil revolutions. Beginning in 2011 and continuing through to 2015, there has been political unrest ranging from public demonstrations to armed conflict in several countries in the MENA region, including Egypt, Algeria, Libya, Bahrain, Saudi Arabia, Yemen, Syria, Iraq, Tunisia and Oman. Geopolitical events that may or may not directly involve Qatar may have a material adverse effect on Qatar's economy, including an effect on Qatar's ability to engage in international trade and destabilising effects on the oil and gas market.

QIB's business, earnings and results of operations are also materially affected by conditions in the global financial markets and by global economic conditions

Following the advent of the global financial crisis, there has been significant volatility and disruption in global capital and credit markets since late 2007, which reached unprecedented levels in the second half of 2008 and early 2009. This volatility and disruption has continued since 2010 as the European sovereign debt crisis has materially impacted the global capital and credit markets. These conditions resulted in a material reduction in the availability of financing, both for financial institutions and their customers, compelling many financial institutions to rely on central banks and governments to provide liquidity and, in some cases, additional capital. Governments around the world, including in Qatar and some of the other countries in the MENA region, have taken actions intended to stabilise financial markets and prevent the failure of financial institutions. See *"Banking Industry and*

Regulation in Qatar – Banking System". Despite implementing such measures, the volatility of the capital and credit markets has continued and liquidity problems remain.

Changes in interest rates and/or widening credit spreads that have resulted from the financial crisis have created a less favourable environment for some of QIB's businesses and have led to a decrease in net margin for certain financing arrangements and other products and services offered by QIB. In addition, fluctuations in interest rates and credit spreads have affected the fair value of financial instruments held by QIB.

In addition, recessionary conditions more generally have been evident around the world since the last quarter of 2008. Whilst macroeconomic indicators have improved since the global financial crisis which occurred in the second half of 2008 and early 2009, market conditions since that time have generally contributed to a volatility in stock prices and have reduced the availability of credit to financial institutions. The unstable macroeconomic environment continues to create higher credit losses within the industry and there remains an increasing risk of future credit losses. The foregoing factors also affect QIB's flexibility in planning for, or reacting to, changes in its operations and in the financial industry generally. If these levels of market disruption and volatility continue, QIB may experience reductions in business activity, increased funding costs and funding pressures, decreased asset values, credit losses, write-downs and impairment charges, and lower profitability and cash flows. QIB's business and financial performance may also be affected by future recovery rates on assets and the historical assumptions underlying asset recovery rates, which may not be as accurate given the unprecedented market volatility and disruption during the past several years.

Although QIB currently operates principally in Qatar and has limited exposure to international markets, to the extent that the trends discussed above in global markets affect Qatar (as was the case particularly in 2009 and 2010), QIB's results of operations, business, financial condition, liquidity and prospects could be adversely affected.

A recurrence of significant levels of inflation or a return to deflation could each adversely affect QIB

Qatar has had a mix of inflation and deflation (measured by a movement in Qatar's Consumer Price Index as opposed to a core inflation measurement) in the recent past with an inflation rate of 3.4 per cent. in 2014 and 3.1 per cent. in 2013 which was preceded by an inflation rate of 1.9 per cent. in each of 2012 and 2011. However, Qatar witnessed deflation of 2.4 per cent. in 2010 and 4.9 per cent. in 2009, reflecting mainly a decrease in housing costs. Prior to 2009, Qatar had high levels of inflation and the overall annual inflation rate was 15.2 per cent. in 2008 compared to 13.6 per cent. in 2007 and 11.8 per cent. in 2006. The high levels of inflation prior to 2009 were primarily accounted for by the rapid and sustained increase in real estate prices, as well as an increase in international food and raw material prices. In order to address the domestic housing shortage and control housing prices, the Government supported several domestic and residential construction projects near completion and cost pressure abated. In 2009 and 2010, the decrease in housing costs contributed to the negative inflation rates in Qatar, but a rise in core inflation led to a return of overall inflation in 2011. This trend of positive inflation has continued through to 2015. In a report on Qatar issued by the IMF in April 2015, the IMF noted that the country's projected high growth rates and increasing real estate prices require careful monitoring of aggregate demand to ward off the risk of inflation. Although the Government and the Qatar Central Bank ("**QCB**") intend to continue to take measures to ensure that inflation is stabilised, there can be no guarantee that the Government or the QCB will be able to achieve or maintain price stability, in the real estate market or otherwise, and thus control inflation. Additionally, the past deflationary trend in the real estate market may not be sufficient to offset a further increase in core inflation.

Historically, inflation has increased staff and living expenses and any recurrence of higher levels of inflation in the future is likely to increase such expenses further. High inflation could also slow the ratio of economic growth and consumer spending in Qatar which would impact on the demand for financing from QIB's customers. On the other hand, a return to a deflationary environment in Qatar could also impact QIB's profitability by negatively affecting property values, which could have a negative effect on the real estate collateral which secures a large proportion of QIB's customer advances. As a result, high rates of inflation or deflation could each have a material adverse effect on QIB's business growth and profitability.

QIB has significant concentrations in its financing and investment portfolios which materially increase its exposure to downturns in the areas of concentration

As at 31 December 2014, QAR 56,287 million (U.S.$15,463 million), or 94.3 per cent., of QIB's QAR 59,682 million (U.S.$16,396 million) net financing assets represented Qatari exposures. In addition, QAR 12,808 million (U.S.$3,519 million), or 80.3 per cent., of its QAR 15,954 million (U.S.$4,383 million) financial investment portfolio represented Qatari exposures. As a result, QIB is materially exposed to changes in the Qatari economy: see "*With more than 86 per cent. of its assets and liabilities in Qatar at 30 June 2015, QIB is dependent on the state of the Qatari economy which, in turn, is dependent on developments in international oil and gas prices*".

In currency terms, 92.3 per cent. of QIB's assets at 31 December 2014 were denominated in Qatari riyal or U.S. dollars. As a result, any volatility in the value of these currencies could have a material adverse effect on QIB's business and results of operations, see "*QIB's business could be adversely affected if the Qatari riyal / U.S. dollar peg were to be removed or adjusted*".

QIB's total financing assets as at 30 June 2015 and 31 December 2014 was QAR 86,524 million (U.S.$23,770 million) and QAR 66,639 million (U.S.$18,307 million), respectively, of which the proportion advanced to customers operating in the real estate and construction sectors and/or secured by real estate collateral amounted to 21 per cent., or QAR 18,537 million (U.S.$5,093 million), and 23 per cent., or QAR 15,591 million (U.S.$4,283 million), respectively. As a result, QIB is exposed to declining property values in Qatar which would not only adversely affect the value of collateral supporting a significant proportion of its residential and commercial real estate advances but could also adversely affect the ability of its real estate and construction clients to repay their advances, thereby giving rise to an increase in impairment losses.

Residential property prices and commercial property prices in Qatar declined significantly between 2008 and 2009, reflecting the slowdown in economic growth as well as uncertainty and lower availability of credit. These factors led to a significant slowdown in the construction sector in Qatar. In the future, economic and other factors could lead to a further contraction in the residential mortgage and commercial lending market and to another decrease in residential and commercial property prices. See *"A recurrence of significant levels of inflation, or a return to deflation could each adversely affect QIB"*. Further, economic conditions in the Qatari banking sector prompted the Government to provide certain support measures relating to the Qatari commercial banking sector's real estate portfolio in 2009. Although QIB benefited from such measures, there can be no assurance that such support from the Government will occur in the future.

QIB also has individual customer concentrations, with its 20 largest corporate financing exposures accounting for 39.9 per cent. and 41.2 per cent. of its total gross customer financing portfolio at 30 June 2015 and 31 December 2014, respectively. Accordingly, any decline in the credit quality of any of these significant exposures could materially adversely affect QIB.

QIB has experienced significant growth in its customer financing portfolio in past years which exposes it to additional risk to the extent that its risk management policies prove insufficiently robust to maintain its credit quality levels

Risks arising from adverse changes in the credit quality and recoverability of QIB's financing portfolio, securities and amounts due from counterparties are inherent in a wide range of its businesses. QIB's customer financing portfolio has grown significantly since 2008, from a level of QAR 11,679 million (U.S.$3,209 million) at 31 December 2007 to QAR 76,628 million (U.S.$21,052 million) at 30 June 2015, representing a compound annual growth rate ("**CAGR**") of 28.51 per cent. This growth has increased QIB's funding requirements, see *"QIB is subject to the risk that liquidity may not always be readily available; this risk may be exacerbated by conditions in global financial markets"*.

In March 2011, the QCB launched the Central Credit Bureau, the purpose of which is to collate information about customers based in Qatar and their credit history. However, given its limited operational history, there can be no assurance that the Central Credit Bureau will support QIB's assessment of the overall debt level and creditworthiness of credit applicants in Qatar. Because the availability of accurate and comprehensive financial and general credit information on individuals and small businesses in Qatar is limited, it is likely to be more difficult for QIB to accurately assess the credit risk associated with such lending. As a result, retail and small business customers may be overextended by virtue of other credit obligations of which QIB is unaware. QIB is therefore exposed to retail and small business credit risks that it may not be able to accurately assess and provide for. These factors may result in QIB facing credit delinquencies in its customer financing portfolio.

Although QIB has policies to deal with problem financings, there can be no assurance that these policies will result in full or partial recovery of all amounts due.

If QIB is unable to maintain the quality of its assets through effective risk management policies, this could lead to higher impairment losses and result in higher levels of defaults and write-offs, which in turn could have a material adverse effect on QIB's financial condition or results of operations.

QIB is subject to the risk that liquidity may not always be readily available; this risk may be exacerbated by conditions in global financial markets

Liquidity risk is the risk that QIB will be unable to meet its obligations, including funding commitments, as they fall due. This risk is inherent in banking operations and can be heightened by a number of enterprise specific factors, including over-reliance on a particular source of funding (including, for example, short-term and overnight funding), changes in credit ratings or market-wide phenomena such as market dislocation and major disasters. Credit markets worldwide experienced a severe reduction in liquidity and term-funding during the global financial crisis, particularly towards the end of 2008 and into 2009. Since then, the availability of liquidity has continued to be constrained, particularly at times when the European sovereign debt crisis has intensified.

Perception of counterparty risk between banks has also increased significantly since the final quarter of 2008, which has led to reductions of certain traditional sources of liquidity, such as the debt markets, asset sales and redemption of investments. QIB's access to these traditional sources of liquidity may be restricted or available only at a higher cost and there can be no assurance that the Government will continue to provide the levels of support that it has provided to date, either to the Qatari banking sector generally or to QIB in particular.

In addition, uncertainty or volatility in the capital and credit markets may limit QIB's ability to refinance maturing liabilities with long-term funding and increase the cost of such funding. The availability to QIB of any additional financing it may need will depend on a variety of factors, such as market conditions, the availability of credit generally and to borrowers in the financial services industry specifically, and QIB's financial condition, credit ratings and credit capacity.

QIB has historically relied substantially on corporate and retail depositors to meet most of its funding needs. Such deposits are subject to fluctuation due to certain factors outside QIB's control, such as any possible loss of confidence and competitive pressures, which could result in a significant outflow of deposits within a short period of time. As at 30 June 2015, approximately 96 per cent. of QIB's funding (which includes amounts due to banks and financial institutions, customer deposits and other borrowed funds) had remaining maturities of one year or less or were payable on demand. Moreover, QIB is reliant on certain large deposits from a limited group of Government-related and private sector corporate customers. As at 30 June 2015, QIB's top 20 depositors accounted for 42 per cent. of its total customer deposits. If any of these significant depositors, or a substantial portion of QIB's other depositors, withdraw their demand deposits or do not roll over their time deposits at maturity, QIB may need to seek other sources of funding to meet its funding requirements, and there can be no assurance that QIB will be able to obtain additional funding on comparable terms as and when required, or at all. If QIB is unable to refinance or replace such deposits with alternative sources of funding or meet its liquidity needs, through deposits, the interbank markets or international capital markets, this would have a materially adverse effect on QIB's business, financial condition and results of operations or prospects.

Though QIB has generally been a net lender in the interbank market since 2013, there have been certain periods of time when it has had to procure funding from the interbank market to manage its liquidity requirements and there may be times when it will need to procure such funding in the future. This makes QIB vulnerable to periods of liquidity constraint in the money markets.

QIB may be subject to increased capital requirements or standards due to new governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and may also need additional capital in the future due to worsening economic conditions

Reflecting the global financial market turbulence since the last quarter of 2008, including the reduced liquidity levels and the increasing financing losses and asset quality impairment which many financial institutions have experienced, a number of regulators around the world have increased the capital requirements for banks operating in their jurisdictions.

In January 2014, the QCB issued a circular to all commercial banks in Qatar with instructions regarding the implementation of Basel III requirements by the QCB which increased the minimum capital adequacy ratio to 12.5 per cent. (including a capital conservation buffer of 2.5 per cent.). QIB is categorised as a Domestic Systemically Important Bank ("**DSIB**") in Qatar and will be required to hold an additional capital buffer as a consequence. The additional capital buffer that each DSIB will be required to hold will depend on its categorisation. The QCB will inform each DSIB of its categorisation on an annual basis. Such categorisations, and the corresponding requirement to hold an additional capital buffer, will be phased in from 2016 to 2019. For additional information regarding the QCB's Basel III requirements, see "*Banking Industry and Regulation in Qatar*".

An increase in capital requirements may also arise due to market perception of adequate capitalisation levels and perceptions of rating agencies. QIB may also require additional capital in the future in the event that it experiences higher-than-expected increases in losses in QIB operations or declines in asset quality resulting in higher-than-expected risk-weighted asset growth.

It therefore cannot be ruled out that QIB may need to obtain additional capital in the future. Such capital, whether in the form of debt financing or additional equity, may not be available on commercially favourable terms, or at all. Moreover, any such development may expose QIB to additional costs and liabilities requiring it to change how it conducts its business, including by reducing the risk and leverage of certain activities, or otherwise have an adverse effect on its business, the products and services it offers and the value of its assets. If QIB is unable to increase its capital adequacy ratios sufficiently, its credit ratings may be lowered and its cost of funding may increase. QIB may become subject to mandatory guidelines and direct monitoring by the QCB should it fail to strengthen its capital position.

QIB is a highly regulated entity and changes to applicable laws or regulations, the interpretation or enforcement of such laws or regulations or the failure to comply with such laws or regulations could have a material adverse effect on QIB

QIB is subject to a number of prudential and regulatory controls designed to maintain the safety and soundness of banks, ensure their compliance with economic and other objectives and limit their exposure to risk. These controls include Qatari laws, regulations, administrative actions and policies (particularly those of the QCB, the Qatar Financial Markets Authority and the Qatar Stock Exchange (the "**QE**"), as well as the laws, regulations, administrative actions and policies of the other countries in which QIB operates. Relevant regulatory authorities may impose penalties and fines for any non-compliance with such controls. For a summary of the major regulations to which QIB is subject in Qatar, see "*Banking Industry and Regulation in Qatar*".

These regulations may limit QIB's ability to increase its financing portfolio or raise capital. Changes in supervision and regulations may also increase QIB's cost of doing business. Increased regulations or changes in laws and regulations and the manner in which they are interpreted or enforced may limit the products or services offered by QIB and could have a material adverse effect on the value of its assets and its financial condition. In response to the global economic crisis, it is also expected that there will be an increase in the regulation of financial institutions as evidenced by recent actions around the world. Increased regulations, changes in laws and regulations (such as pursuant to Basel III) and the manner in which they are interpreted or enforced may have a material adverse effect on QIB's business, results of operations and financial condition.

Additionally, the Government has announced its intention to establish a single financial regulator in Qatar, which will regulate the banking, insurance and securities sectors. If implemented, the establishment of a single regulator may change the way that current regulations are implemented or enforced. The QCB may not consult with industry participants prior to the introduction of new regulations, and it is not always possible for QIB to anticipate when a new regulation will be introduced. This creates a risk that QIB's profitability may be adversely affected as a result of being unable to adequately prepare for regulatory changes introduced by the QCB. Furthermore, non-compliance by QIB with regulatory guidelines implemented from time to time by the QCB could expose QIB to potential liabilities and fines.

QIB is also required to comply with applicable anti-money laundering and anti-terrorism laws and other regulations in Qatar and other jurisdictions where it has operations, including those related to countries subject to sanctions by the United States Office of Foreign Assets Control, similar regulations of the European Union and other jurisdictions and anti-corruption legislation in various countries around the world. To the extent that QIB fails or is perceived to fail to fully comply with applicable laws and regulations, the regulatory agencies having authority over QIB have the power and authority to impose fines and other penalties. In addition, QIB's business and reputation could suffer if customers use QIB for money laundering or any other illegal or improper purpose.

Any failure by QIB to comply with international sanctions could result in significant penalties and other adverse effects

QIB has an available-for-sale investment of 9.99 per cent. in Syria International Islamic Bank, valued at QAR58.0 million (U.S.$15.9 million) as at 30 June 2015, which operates in Syria and is currently subject to sanctions imposed by the U.S. Department of Treasury's Office of Foreign Assets Control. As at 30 June 2015, QIB has provisioned QAR43.0 million (U.S.$11.8 million) in relation to its investment in Syria International Islamic Bank. Upon imposition of the sanctions on Syria International Islamic Bank on 31 May 2012, a member of QIB's Board of Directors who held a non-executive position on Syria International Islamic Bank's board of directors resigned from that position. Syria is also subject to such sanctions as well as those imposed by the Arab League and the European Union. These sanctions include restrictions on conducting transactions with the Syrian central bank, halting funding by Arab governments for projects in Syria, the banning of commercial and cargo flights between Syria and member states of the Arab League and the European Union, restrictions on the transportation of Syrian crude oil and petroleum products to any country and restrictions on the provision of certain support services to the oil and gas and power generation industries, including technical and financial assistance and restrictions on the sale, supply, transfer or export of luxury goods to Syria.

The terms of legislation and other rules and regulations which establish sanctions regimes are often broad in scope and difficult to interpret. As at the date of this Base Prospectus, QIB believes that is not in violation of any existing European, U.S. or other sanctions regimes. Should QIB or its associates in the future violate any such sanctions regimes, penalties could include a prohibition or limitation on QIB's ability to conduct business in certain jurisdictions or on its ability to access the U.S. or international capital markets. Any such penalty could have a material adverse effect on QIB's business, financial condition, results of operations, liquidity and prospects.

QIB may not be able to manage its expansion strategy effectively, which could impact its profitability

QIB cannot assure prospective investors that it will be able to manage its planned growth effectively. Challenges that may result from strategic investments or acquisitions include QIB's ability to:

- finance strategic investments or acquisitions;
- fully integrate strategic investments, or newly established entities, in line with its strategy;
- assess the value, strengths and weaknesses of investment or acquisition candidates;
- align its current information technology systems adequately with those of an expanded organisation;
- manage efficiently the operations and employees of expanding businesses;
- manage a growing number of entities without over-committing management or losing key personnel; and
- apply its risk management policies effectively to an enlarged organisation.

In addition, in order to carry out and expand its businesses, it is necessary for QIB to maintain or obtain a variety of licences, permits, approvals and consents from various regulatory, legal, administrative, tax and other governmental authorities and agencies. The processes for obtaining these licences, permits approvals and consents are often lengthy, complex, unpredictable and costly. If QIB is unable to maintain or obtain the relevant licences, permits, approvals and consents, its ability to achieve its strategic objectives could be impaired.

QIB cannot ensure that it will be able to adequately address all these concerns and failure to address any of them could prevent QIB from achieving its strategic objectives and expansion targets, and could also have a material adverse effect on QIB's business, results of operations and financial condition.

QIB's financial condition and operating results could be adversely affected by a range of market risks

QIB's financial condition and operating results could be adversely affected by any or all of a range of market risks that are largely outside its control, including changes in international interest rates and movements in the prices of securities.

Fluctuations in international interest rates could adversely affect QIB's operations and financial condition in a number of different ways. An increase in such rates generally may decrease the value of QIB's fixed rate financing arrangements and raise QIB's funding costs. Such an increase could also generally decrease the value of the fixed rate instruments in QIB's debt-type investment portfolio. A decrease in such rates generally could adversely affect the profit rate margins that QIB is able to achieve and thus adversely affect its profitability. Volatility in interest rates may also result in a repricing gap between QIB's profit rate sensitive assets and liabilities. As a result, QIB may incur additional costs.

QIB's financial condition and operating results may also be affected by changes in the market value of the equity-type securities in its investment portfolio. QIB's income from these securities depends on numerous factors beyond its control, such as overall market trading activity, interest rate levels, fluctuations in currency exchange rates and general market volatility. As at 30 June 2015, QIB's financial investment portfolio amounted to QAR 17,245 million (U.S.$4,738 million), of which *sukuk* instruments accounted for 89.5 per cent., or QAR 15,434 million (U.S.$4,240 million). Of the QAR 1,694 million (U.S.$465 million) of equity-type instruments in the portfolio, 64.5 per cent., or QAR 1,093 million (U.S.$300 million), were unquoted securities some of which were fair valued on the basis of management estimates which were not based on observable market data. The value ultimately realised by QIB from these investments may be materially different from their current estimated fair value and could result in QIB recognising valuation or impairment losses.

Although QIB has risk management processes that review and monitor the market risk aspects of investment proposals and investment portfolios in accordance with QCB requirements and guidelines, including overall structure and investment limits, market price fluctuations may still adversely affect the value of QIB's securities portfolio. See *"Risk Management – Market Risk"*.

Increasing competition may have a material adverse effect on QIB's results of operations

QIB faces high levels of competition for all of its products and services. QIB principally competes with other Islamic banks but also competes with conventional banks in Qatar to the extent that certain of QIB's customers are not sensitive as to whether their banking arrangements are Islamic or conventional in nature. International banks are also increasing their presence in Qatar, either directly or through strategic investments, and compete with QIB for its wholesale corporate and Government-related clients. In addition, QIB believes that the Qatari banking sector faces increased pressure for consolidation and that it is possible that any significant acquisition, merger or consolidation in the Qatari banking sector that does not involve QIB could materially increase the competition faced by QIB. As at 31 December 2014, there were 18 banks, including four Islamic banks (of which QIB is one), registered in Qatar (but excluding Qatar Development Bank). In addition to the existing retail banks in Qatar, more international banks have commenced business through the Qatar Financial Centre (the "**QFC**"), which allows them to compete for large corporate and Government business (see "*Banking Industry and Regulation – International Banks*"). The competitive nature of the Qatari banking market and any failure by QIB to continue to compete successfully would adversely impact its business.

QIB's compliance systems might not be fully effective

QIB's ability to comply with all applicable legal restrictions and QCB regulations is largely dependent on its maintenance of compliance, audit and reporting systems and procedures, and its ability to attract and retain personnel qualified to manage and monitor such systems and procedures. QIB cannot ensure that these systems and procedures will be fully effective in all circumstances. QIB is subject to extensive oversight by regulatory authorities, including regular examination activity. In addition, QIB performs regular internal audits and employs an external auditor to monitor and test its compliance systems. In the case of actual or alleged non-compliance with regulations, QIB could be subject to investigations and judicial or administrative proceedings that may result in substantial penalties or civil lawsuits for damages. Any of these could have a material adverse effect on QIB's business, results of operations and financial condition. Notwithstanding the foregoing, QIB believes that its risk management and internal control policies and procedures are sufficient to ensure that the Trustee complies with its obligations as a company with securities admitted to the Official List.

QIB's risk management policies and procedures may leave it exposed to unidentified or unanticipated risks

In the course of its business activities, QIB is exposed to a variety of risks, the most significant of which are credit risk, market risk, liquidity risk, legal risk and operational risk. See "*Risk Management*". QIB has implemented policies, systems and processes to control and mitigate these risks and expects to continue to develop these policies, systems and processes in the future. Nonetheless, its risk management techniques may not be fully effective in mitigating its exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some of QIB's methods of managing risk are based upon its use of historical market behaviour. These methods may not predict future risk exposures, which could be significantly greater than historical measures indicate. There can be no assurance that QIB's risk management and internal control policies and procedures will adequately control, or protect QIB against, all credit and other risks. In addition, certain risks could be greater than QIB's empirical data would otherwise indicate. QIB also cannot guarantee that all of its staff will adhere to its policies and procedures.

QIB has also devoted substantial resources to developing its operational risk management policies and procedures, and expects to continue to do so in the future. Nonetheless, QIB is susceptible to, among other things, failure of internal processes or systems, unauthorised transactions by employees and operational errors, including clerical or record keeping errors, errors resulting from faulty computer or telecommunications systems, and fraud by employees or outsiders. See "*QIB is subject to risks relating to its information technology systems*". QIB's risk management and internal control capabilities are also limited by the information, tools and technologies available to it. Any material deficiency in QIB's risk management or other internal control policies or procedures may expose it to significant credit, liquidity, market or operational risk, which may in turn have a material adverse effect on its business, results of operations and financial condition. Notwithstanding the foregoing, QIB believes that its risk management and internal control policies and procedures are sufficient to ensure compliance with the requirements of the Transparency Rules made by the Central Bank of Ireland pursuant to section 22 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2006 applicable to QIB as a listed entity.

QIB is subject to risks relating to its information technology systems

QIB depends on its information technology systems to process a large number of transactions on an accurate and timely basis, and to store and process substantially all of its business and operating data. The proper functioning of QIB's financial control, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between its branches and main data processing centres, are critical to QIB's business and ability to compete effectively. QIB's business activities would be materially disrupted if there is a partial or complete failure of any of the information technology systems or communications networks. Such failures can be caused by a variety of factors, including natural disasters, extended power outages and computer viruses. The proper functioning of QIB's information technology systems also depends on accurate and reliable data and other system input, which are subject to human errors. Any failure or delay in recording or processing QIB's transaction data could subject it to claims for losses and regulatory fines and penalties. QIB has implemented and tested detailed business continuity plans and processes and is currently in the process of improving its disaster recovery procedures, but there can be no assurance that these safeguards will be fully effective and any failure could have a material adverse effect on QIB's business and results of operations.

QIB is going through a major core banking technology transformation project which is expected to go live in the first half of 2016. This transformation is intended to change the way customer related information is managed. This includes the various channels of banking such as branch banking, internet banking and the alternative channel network (for example ATMs). Any incorrect migration of existing data or fault in the system parameterisation and setup could have an adverse impact on customer service levels and quality. There is a possibility that the transformation programme may not succeed. It could also have negative impact on QIB's reputation and service delivery and create a negative image of QIB in the banking sector.

QIB may not receive future support from the Government or it may not receive future support that is commensurate with the support that it has received in the past

In light of the global economic crisis and its impact on the Qatari banking sector, the Government has taken a number of steps to support domestic banks. For example, starting in early 2009, the Qatar Investment Authority (the "**QIA**") began making direct capital injections into Qatar's commercial banking sector and between 2009 and 2011 purchased equity ownership interests of up to 20 per cent. in all domestic banks listed on the QE other than Qatar National Bank S.A.Q. In addition, on 9 March 2009, the QIA began to purchase the investment portfolios of seven of the nine domestic banks (including QIB) listed on the QE. These purchases were completed on 22 March 2009 at a total purchase price of approximately QAR 6,500 million (U.S.$1,786 million). In early June 2009, the QIA made a second round of investments and bought the real estate portfolios and investments of nine domestic commercial banks (including QIB) at a sale price equivalent to the net book value of such portfolios and investments with a total ceiling amount of QAR 15,000 million (U.S.$4,121 million). The total support by the QIA to the banking sector, which includes equity injections, purchases of real estate and investment portfolios in domestic banks, has been QAR 32,700 million (U.S.$8,984 million).

Although the Government supported the domestic banking industry during the global financial crisis, there can be no assurance that the Government will provide any additional support to QIB and the domestic banking industry if another major economic disruption were to occur in the future. The Government is currently under no legal obligation to provide any such support.

QIB is operating within a Shari'a environment, which may impact its profitability and competitiveness due to a lack of Islamic financing products

As an Islamic bank, the range of products and services that QIB can offer is limited compared to those offered by conventional banks. This factor may limit its ability to compete effectively with conventional banks for the business of customers who are not sensitive as to whether or not their banking arrangements are structured in a *Shari'a*-compliant manner.

As with some conventional financial products, the structure of Islamic financial products can include the financial institution offering the products by acquiring legal title to physical assets including, for example, real estate, aircraft or ships. Whilst the risks associated with ownership of these products can be mitigated through contractual arrangements and the purchase of Islamic insurance (*takaful*), if QIB is found to have financial liability arising from the ownership of assets as part of its financing activities, this could have a material adverse effect on QIB's business and results of operations.

QIB's financial statements are prepared in accordance with financial accounting standards issued by the Accounting and Auditing Organisation for Islamic Financial Institutions (AAOIFI) and, for matters not covered by those standards International Financial Reporting Standards (IFRS) and significant discretion is required to be exercised by management in the preparation of QIB's financial statements

QIB's financial statements are prepared in accordance with financial accounting standards issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("**AAOIFI standards**") and, for matters not covered by those standards, International Financial Reporting Standards ("**IFRS**"). In preparing its financial statements, QIB also takes into account *Shari'a* rules and principles as determined by its *Shari'a* Supervisory Board and applicable regulations of the QCB and Qatari company law. As a result, there may be significant differences between QIB's financial statements as currently prepared and its financial statements if they had been prepared solely in accordance with IFRS and applicable Qatari law and regulation. For a discussion of certain differences between AAOIFI standards and IFRS, see *"Summary of Significant Differences between the Financial Accounting Standards issued by AAOIFI and International Financial Reporting Standards"*.

Both AAOIFI standards and IFRS change from time to time and these changes may have a material effect on how QIB reports its results of operations and financial position. For example, in the year ended 31 December 2011, QIB adopted Financial Accounting Standard 25 issued by AAOIFI which impacted the classification and measurement of QIB's financial assets. In part, this change also resulted in a restatement of QIB's financial statements for the year ended 31 December 2010.

In accordance with applicable accounting standards, QIB's management is required to make a number of significant accounting estimates, assumptions and judgments in preparing QIB's financial statements. Many of these estimates, assumptions and judgments relate to determinations as to whether or not financing advances and financial assets should be impaired. In part, the judgments are based on observable market data and QIB's historical experience of losses in relation to assets of the type concerned. In other cases, significantly greater levels of judgment are required. QIB's management also uses significant discretion in determining the fair value of financial instruments, particularly in cases where there is no observable market data on which to base the determination, and in determining the useful lives of fixed assets, which in turn affects the annual depreciation charges on those assets. QIB has established detailed policies and control procedures that are intended to ensure that these significant accounting estimates, assumptions and judgments are well controlled and applied consistently. In addition, the policies and procedures are intended to ensure that the process for changing methodologies occurs in an appropriate manner. Because of the uncertainty surrounding QIB's estimates, assumptions and judgments, QIB cannot guarantee that it will not be required to make changes in accounting estimates or restate prior period financial statements in the future.

QIB may not be able to recruit and retain qualified and experienced personnel, which could have an adverse effect on its business and its ability to implement its growth strategy, and any loss of key personnel may adversely affect QIB's ability to implement its strategies

QIB's success and ability to maintain current business levels and sustain growth will depend, in part, on its ability to continue to recruit and retain qualified and experienced banking and management personnel. QIB could face challenges in recruiting qualified personnel to manage its businesses. In addition, if QIB continues to grow, it will need to continue to increase its number of employees. Further, QIB is guided in its human resources decisions by the Government's recommended policy that 20.0 per cent. of QIB's total personnel should consist of Qatari nationals. Although QIB believes that it has effective recruitment, training and incentive programmes in place, and QIB's Qatarisation level is well above 20.0 per cent., QIB's failure to recruit, train and retain necessary personnel, or the shortage of qualified Qatari or other nationals prepared to relocate to Qatar, could have a material adverse effect on QIB's business and results of operations.

QIB's future success and growth depends to a substantial degree on its ability to retain and motivate senior management and other key personnel. QIB depends especially on the efforts, skill, reputation and experience of its key senior management personnel, as well as synergies among their diverse fields of expertise and knowledge. The loss of key personnel could delay or prevent QIB from implementing its strategies. In addition, QIB is not insured against losses that may be incurred in the event of the loss or dismissal of its key personnel.

QIB could be adversely affected by the soundness or the perceived soundness of other financial institutions and counterparties, which could result in significant systemic liquidity problems, losses or defaults

Against the backdrop of constraints on liquidity and the high cost of funds in the interbank lending market, and given the high level of interdependence between financial institutions, QIB, like other financial institutions, is subject to the risk of deterioration of the commercial and financial soundness, or perceived soundness, of other financial institutions. Within the financial services industry, the default of any institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions, because the commercial and financial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-wide liquidity problems and losses or defaults by QIB or other institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom QIB interacts on a daily basis. Systemic risk could have a material adverse effect on QIB's ability to raise new funding and on its business and results of operations.

QIB has significant credit-related contingent items and commitments that may lead to potential losses

As part of its normal banking business, QIB issues financing commitments, guarantees, letters of credit and other financial facilities, all of which are accounted for on an off-balance sheet basis until such time as they are actually funded or cancelled. Although these commitments are contingent, they nonetheless subject QIB to related credit and liquidity risks. Credit-related commitments are subject to the same credit approval terms and compliance procedures as customer financing activities, and commitments to extend credit are contingent on customers maintaining required credit standards. Although QIB anticipates that only a portion of its obligations in respect of these commitments will be triggered, QIB may be obliged to make payments in respect of a greater portion of such commitments than anticipated, which could have a material adverse effect on QIB's funding needs and credit risks. As at 30 June 2015, QIB had QAR 38,426 million (U.S.$10,557 million) in such contingent liabilities and other commitments.

A downgrade in QIB's credit ratings could limit its ability to negotiate new financing facilities, access the Islamic capital markets and may increase its financing costs and/or adversely affect its relationship with creditors

QIB's credit ratings, which are intended to measure its ability to meet its financing obligations as they mature, are an important factor in determining its cost of financing. The profit rates on QIB's financings are partly dependent on its credit ratings. As at the date of this Base Prospectus, QIB's long-term local and foreign currency rating was assessed by Fitch at "A+", by S&P at "A-" and by Capital Intelligence at "A", each with stable outlook.

A downgrade of QIB's credit ratings, or the placing of any such rating on a negative ratings watch, may increase QIB's cost of financing and thus materially adversely affect its business and results of operations. A downgrade of QIB's credit ratings (or announcement of a negative ratings watch) may also limit its ability to raise capital.

QIB may be a defendant in various legal proceedings from time to time

QIB may, from time to time, be a defendant in legal proceedings incidental to its business activities. QIB has established a reserve for litigation and other contingent liabilities. However, QIB is not able to predict the ultimate outcome of any of the claims currently pending against it or future claims or investigations that may be brought against it, which may be in excess of its existing reserves. Adverse outcomes in existing or future proceedings, claims or investigations could have an adverse effect on QIB's business and results of operations.

QIB's business could be adversely affected if the Qatari riyal / U.S. dollar peg were to be removed or adjusted

In 2001, the GCC proposed to establish a common currency by 2010 with a view to deepening economic integration. On 5 May 2009, the GCC announced that Riyadh had been selected as the home of the new regional central bank for the proposed single GCC currency to be adopted across the GCC States. This announcement has reinforced the possibility that Bahrain, Kuwait, the Kingdom of Saudi Arabia and Qatar may each abandon their respective national currencies within the next few years. If a single GCC currency is adopted, the necessary convergence of laws, policies and procedure will bring significant changes to the economic and political infrastructure in each of the GCC States, including Qatar. In March 2010, Qatar, Kuwait, Saudi Arabia and Bahrain unanimously elected Saudi Arabia's Monetary Agency Governor as the first chairman of the GCC Monetary Council, representing the latest step in launching a single currency and laying the foundation for a GCC central bank. There has been no announcement of an official timetable for the progression of monetary union or whether a GCC monetary union will indeed be implemented.

QIB maintains its accounts, and reports its results, in Qatari riyals. The Qatari riyal has been pegged to the U.S. dollar since 1971 and, since 1980, the peg has been at a fixed rate of U.S.$1.00 = QAR 3.64. QIB is exposed to the potential impact of any alteration to, or abolition of, this foreign exchange rate peg. Also, as a financial intermediary, QIB is exposed to foreign exchange rate risk. This risk includes the possibility that the value of a foreign currency asset or liability will change due to changes in currency exchange rates as well as the possibility that QIB may have to close out any long or short open position in a foreign currency at a loss due to an adverse movement in exchange rates.

Any open currency position is maintained within the limits set by the QCB. However, where QIB is not effectively hedged, it is exposed to fluctuations in foreign exchange rates and any hedging activity may not in all cases protect QIB against such risks. Adverse movements in foreign exchange rates may also adversely impact the revenues and financial condition of QIB's depositors and financing customers which, in turn, may impact QIB's deposit base and the quality of its financing exposures. Any volatility in foreign exchange rates, including the re-fixing of the Qatari riyal-U.S. dollar exchange rate, could have a material adverse effect on QIB's financial condition and results of operations.

Qatar has a relatively new insolvency law and there is no certainty as to how Qatari courts will construe or enforce such law in the event of a bankruptcy affecting QIB

Qatar has adopted a relatively new bankruptcy and insolvency provision (part of the Commercial Code No. 27 of 2006) (the "**Bankruptcy Provisions**"), which came into effect on 13 May 2007. The Bankruptcy Provisions are similar to those included in the Egyptian and most other GCC laws and relate largely to the declaration of bankruptcy, its effects and its administration, and include conciliation to prevent bankruptcy. However, because the Bankruptcy Provisions are relatively new and untested by Qatari courts, there is no certainty as to how Qatari courts would construe or enforce the Bankruptcy Provisions in the event of a bankruptcy affecting QIB. There can also be no assurance that a Qatari court would compel a bankruptcy administrator to perform any of QIB's obligations under the Transaction Documents to which it is a party during an administration period. The Bankruptcy Provisions also enable Qatari courts to defer adjudication of a company's bankruptcy if the court decides that it is possible to improve that company's financial position during a period (such period to be specified by the court) or if judged to be in the interest of the national economy. Similarly, given the lack of precedent, there is no certainty as to if and how the QCB might exercise its powers of temporary management and control under the Banking Provisions (including putting a financial institution into liquidation) in relation to financial institutions experiencing financial difficulties. The QCB Law deals with interim administration and liquidation of the financial institutions licensed by the QCB. The QCB Law provides that the QCB may place a financial institution under interim administration if such an institution is threatened with insolvency or at the request of such financial institution. The QCB as the interim administrator of the financial institution is entitled to take control of the assets of the financial institution and take such steps as required to protect the funds of the financial institution, the rights of the depositors, investors and customers. Following the conclusion of the interim administration, the governor of the QCB may decide to revoke the licence of the financial institution and develop a plan for the liquidation of its assets and obligations. Further, the QCB shall be responsible for the implementation and supervision of the execution of the liquidation plan. There are no specific guidelines in respect of how the QCB would administer the resolution of a failing bank in Qatar.

Risk factors relating to the Certificates

Absence of secondary market/limited liquidity

There is no assurance that a secondary market for the Certificates of any Series will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of such Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. The market value of the Certificates may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Certificates. Accordingly, the purchase of the Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the Certificates and the financial and other risks associated with an investment in the Certificates. An investor in the Certificates must be prepared to hold the Certificates for an indefinite period of time or until their maturity. Whilst an application has been made for the listing of certain Series of Certificates to be issued under the Programme on the Irish Stock Exchange, there can be no assurance that any such listing will occur or enhance the liquidity of the Certificates.

The Certificates are limited recourse obligations

The Certificates are not debt obligations of the Trustee. Instead, the Certificates represent an interest in the Trust Assets. Recourse to the Trustee in respect of each Series of Certificates is limited to the Trust Assets of that Series and the proceeds of such Trust Assets are the sole source of payments on the relevant Certificates. Upon the occurrence of a Dissolution Event, or early dissolution pursuant to Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*) or Condition 11(c) (*Capital Distributions of the Trust – Dissolution at the Option of QIB*), the sole rights of each of the Trustee, the Delegate and the Certificateholders of the relevant Series of Certificates will be against QIB to: (i) pay the Exercise Price in accordance with the Purchase Undertaking Deed and the Wakala Portfolio Principal Revenues under the Management Agreement in respect of such Series; (ii) liquidate the relevant Restricted Mudaraba and pay the Final Liquidation Proceeds (subject to any applicable set-off provisions under the Redemption Undertaking Deed) and the applicable Mudaraba Profit to the Trustee in accordance with the relevant Restricted Mudaraba Contract; and (iii) otherwise perform its obligations under the Transaction Documents to which it is a party.

Certificateholders will otherwise have no recourse to any assets of the Delegate, the Trustee (including its directors and service providers) and the Principal Paying Agent or any affiliate of any of the foregoing entities in respect of any shortfall in the expected amounts due under the relevant Trust Assets. QIB is obliged to make certain payments under the Transaction Documents to which it is a party directly to the Trustee, and the Trustee and the Delegate will have direct recourse against QIB to recover payments due to the Trustee from QIB pursuant to the Transaction Documents. There can be no assurance that the proceeds of the realisation of, or enforcement with respect to the Trust Assets will be sufficient to make all payments due in respect of the Certificates of the relevant Series. Furthermore, under no circumstances shall any Certificateholder, the Trustee or the Delegate have (i) any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Purchase Undertaking Deed or the Master Restricted Mudaraba Agreement (by liquidating the relevant Restricted Mudaraba) or (ii) any other recourse against the Trust Assets, except the right to receive distributions derived from the Trust Assets in accordance with the Conditions, and the sole right of the Trustee, the Delegate and the Certificateholders against QIB shall be to enforce the obligations of QIB to pay the relevant Exercise Price under the Purchase Undertaking Deed, liquidate the relevant Restricted Mudaraba for an amount equal to the relevant Final Liquidation Proceeds and otherwise perform its obligations under the Transaction Documents to which it is a party.

The Certificates may be subject to early dissolution

In certain circumstances, the Certificates may be subject to early dissolution. If the Optional Dissolution Right is specified as being applicable in the applicable Final Terms, QIB shall (i) exercise its option under the Sale Undertaking Deed and (ii) liquidate the relevant Restricted Mudaraba and distribute the Final Liquidation Proceeds to procure the Trustee to dissolve the Trust and redeem the Certificates (in whole, but not in part) on the relevant Optional Dissolution Date at the relevant Optional Dissolution Amount as specified in the applicable Final Terms.

In addition, the Certificates may be redeemed prior to their stated maturity if QIB has or will become obliged to provide funding to ensure that the funds available to the Trustee are sufficient to pay the relevant Periodic Distribution Amount or the relevant Dissolution Amount by reason of Condition 12 (*Taxation*) and such obligation cannot be avoided by the Trustee taking reasonable measures available to it. In such circumstances, QIB has the option to require the Trustee to dissolve the Trust and redeem the Certificates prior to their scheduled maturity. Early dissolution in either instance may reduce the return that a Certificateholder would have realised had the Certificates been redeemed at maturity.

An early dissolution feature of any Certificate is likely to limit its market value. During any period when the Trustee may elect to or be expected to redeem Certificates, the market value of those Certificates generally will not rise substantially above the dissolution amount payable. This also may be true prior to any dissolution period. The Trustee may be expected to redeem the Certificates when QIB's cost of financing is lower than the profit rate (including such additional amounts as are referred to above) on the Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Certificates and may only be able to do so at a significantly lower rate. Potential investors should consider re-investment risk in light of other investments available at that time.

Certificates where denominations involve integral multiples: Definitive Certificates

In relation to any issue of Certificates which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Certificates may be traded in amounts that are not integral multiples of such minimum Specified Denomination.

In such a case a holder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination would need to purchase an additional amount of Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Certificates. Certificateholders should be aware that Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

If a Certificateholder holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time, such Certificateholder may not receive a Definitive Certificate in respect of such holding (should Definitive Certificates be printed) and would need to purchase a principal amount of Certificates such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a Definitive Certificate.

If Definitive Certificates are issued, holders should be aware that Definitive Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

No third-party guarantees

Investors should be aware that no guarantee is or will be given in relation to the Certificates by the shareholders of QIB or any other person.

Risk factors relating to the Sukuk Assets

Investment in the Mudaraba Portfolio

Pursuant to the Master Restricted Mudaraba Agreement, a proportion of the Proceeds will be directly invested through Restricted Mudaraba Contracts in a Mudaraba Portfolio with a view to earning profit therefrom, which will in turn be applied towards payments due to Certificateholders in respect of the Certificates. In the event that any of the risks relating to the business of QIB mentioned above (see "*Risk Factors – Risks factors relating to QIB*") materialise or otherwise impact QIB's business, the Mudarib may not be able to perform its obligations under the Master Restricted Mudaraba

Agreement which will, in turn, have a material adverse effect on the Trustee's ability to fulfil its repayment obligations in respect of the Certificates.

No investigation or enquiry will be made and no due diligence will be conducted in respect of any Mudaraba Assets. The Mudaraba Assets shall be selected by QIB and the Certificateholders shall have no ability to influence such selection. QIB may invest a portion of the Proceeds through the purchase of an undivided interest in each of the Mudaraba Assets and, as a result, it may not be possible to identify the Mudaraba Assets separately from the assets of QIB. The precise terms of the Mudaraba Assets, and the nature of the assets leased or sold underlying each Mudaraba Asset, will not be known. Obligors and lessees may have rights of set-off or counterclaim against QIB in respect of such Mudaraba Assets.

Liability attaching to owners of Wakala Assets

In order to comply with the requirements of *Shari'a*, an interest (the nature of such interest as more particularly described in "*–Risk Factors relating to the Sukuk Assets – Sale and Transfer of the Wakala Assets*") in the Wakala Portfolio of each Series of Certificates will pass to the Trustee in its capacity as trustee under the Master Wakala Purchase Agreement and the relevant Supplemental Purchase Contract. The Trustee will declare a trust in respect of such Wakala Portfolio and the other Trust Assets of the relevant Series in favour of the Certificateholders of such Series pursuant to a Supplemental Declaration of Trust constituting the Series. Accordingly, Certificateholders will have interests in the relevant Wakala Portfolio unless transfer of the Wakala Portfolio is prohibited by, or ineffective under, any applicable law (see "*Sale and Transfer of the Wakala Assets*" below).

No investigation or enquiry will be made and no due diligence will be conducted in respect of any Wakala Portfolio. The Wakala Assets in a Wakala Portfolio will be selected by QIB and the Certificateholders will have no ability to influence such selection. Only limited representations will be obtained from QIB in respect of the Wakala Assets of any Series. QIB has undertaken to invest a proportion of the Proceeds in Wakala Real Estate Ijara Assets, Wakala Non-Real Estate Ijara Assets, Wakala Istisna'a Assets, Murabaha Receivables and other *Shari'a*-Compliant Assets originated, held or owned by QIB. The assets that are invested into will form the Wakala Portfolio. The precise terms of the underlying contracts associated with the Wakala Assets in a Wakala Portfolio, the nature of the assets leased or sold or the contracts underlying each Wakala Asset will not be known (including whether there are any restrictions on transfer or any further obligations required to be performed by QIB to give effect to the transfer of the relevant Wakala Assets). No steps will be taken to perfect any transfer of the relevant Wakala Assets or otherwise give notice to any lessee or obligor in respect thereof. Obligors and lessees may have rights of set-off or counterclaim against QIB in respect of such Wakala Assets.

In addition, if and to the extent that a third party is able to establish a direct claim against the Trustee for any amount payable to such third party as a result of the Trustee's holding of the Wakala Portfolio, QIB has agreed in the Master Declaration of Trust to indemnify the Trustee, the Delegate and any Certificateholder against any cost, expense, loss or taxes which it may suffer in respect of such liabilities, excluding the cost of funding the same. In the event that QIB does not have the resources to meet such claims or to meet its indemnity obligations, then the Certificateholders may suffer losses in excess of the original face amount invested which they will be unable to recoup.

Sale and transfer of the Wakala Assets

No investigation has been or will be made as to whether any interest in any Wakala Assets may be transferred as contemplated in the Transaction Documents as a matter of the law governing the contracts, the law of the jurisdiction where such assets are located or any other relevant law. No investigation will be made to determine if the Master Wakala Purchase Agreement and the relevant Supplemental Purchase Contract will have the effect of transferring an interest in the Wakala Assets of the relevant Series of Certificates. The Master Wakala Purchase Agreement is, and each Supplemental Purchase Contract will be, governed by the laws of Qatar and, to the extent that such laws are applied in relation to any dispute, there are doubts whether an interest in certain assets (in particular receivable assets such as ijara or murabaha contracts) can be effectively transferred without notice of the transfer being given to the lessee or other obligor. In addition, the Qatari civil code requires an official date certification to be effected for a transfer of assets to be perfected. Accordingly, no assurance is given that any ownership interest in any Wakala Assets will be transferred to the Trustee.

As indicated above, the Certificateholders will not have any direct rights of enforcement as against the Trust Assets, however, as more fully described in Condition 16 (iii), they may, in certain circumstances, proceed directly against QIB in respect of its obligations to (i) liquidate the relevant Restricted Mudaraba and return all amounts due and payable to the Trustee in relation to the relevant Restricted Mudaraba Contract (whether in respect of Mudaraba Capital or Mudaraba Profit) pursuant to the terms of the Master Restricted Mudaraba Agreement and the applicable Restricted Mudaraba Contract and any other relevant Transaction Document to which QIB is a party and (ii) to purchase the Wakala Portfolio from the Trustee pursuant to the terms of the Purchase Undertaking Deed. In addition, QIB has agreed in the Purchase Undertaking Deed to indemnify the Trustee (in an amount equal to the Exercise Price) for the purposes of redemption in full of the relevant Series of Certificates in the event that the ownership interest of the Trustee in the relevant Wakala Portfolio is disputed or challenged.

Risk factors relating to payments

Periodic Distribution Amount and Credit Risk

It is expected that the rate of return on the Sukuk Assets of each Series will exceed the relevant Periodic Distribution Amount due in respect of such Series and accordingly that the Rabb-al-Maal and the Managing Agent will, in the aggregate, receive Profit Revenues in respect of the Sukuk Assets of each Series at least equal to the relevant Periodic Distribution Amount. Such amounts will be paid by the Rabb-al-Maal and the Managing Agent to the Trustee's Transaction Account for the relevant Series.

If the aggregate of the Profit Revenues received by the Rabb-al-Maal and the Managing Agent during any Return Accumulation Period are less than the Required Amount (being the aggregate of the Periodic Distribution Amounts then falling due and certain other amounts), then the Mudarib and the Managing Agent will be required to pay further amounts up to the current aggregate balances of the Mudaraba Reserve Account and the Wakala Reserve Account to remedy such shortfall. In the event of any remaining shortfall, the Managing Agent may provide the Trustee with *Shari'a*-compliant financing by way of the Liquidity Facility to enable full payment of the Periodic Distribution Amount.

The Collection Account, the Mudaraba Reserve Account and the Wakala Reserve Account are nominal ledger accounts maintained on the books of QIB to record, respectively, Profit Revenues during each Return Accumulation Period and the accumulated surplus of such Profit Revenues over the Required Amounts for each such period.

The Managing Agent and the Mudarib shall each have the right to use and invest amounts standing to the credit of the Collection Account, the Wakala Reserve Account and the Mudaraba Reserve Account (as appropriate) for its own account and its obligations to pay amounts to the Rabb-al-Maal and the Trustee (as relevant) constitute unsecured obligations of the Managing Agent and the Mudarib. Neither the Trustee, the Delegate nor any Certificateholder shall have any proprietary interest in the monies standing to the credit of the Collection Account, the Mudaraba Reserve Account or the Wakala Reserve Account, and accordingly Certificateholders will be exposed to the full credit risk of the Mudarib and/or Managing Agent in relation to such amounts.

In addition, any failure to pay the Periodic Distribution Amount due on a Periodic Distribution Date (subject to the grace period) could constitute a Dissolution Event in respect of the relevant Series of Certificates.

Credit Risk

The Trustee will fund the redemption amount payable by it in respect of each Series of Certificates with the Exercise Price paid to it by QIB under the Purchase Undertaking Deed and the Final Liquidation Proceeds following the liquidation of the Mudaraba, see "*Summary of the Principal Transaction Documents – Purchase Undertaking Deed*". This is also an unsecured obligation of QIB and accordingly investors will also be subject to the full credit risk of QIB in relation to the redemption amounts.

Risk factors relating to taxation

Taxation risks on payments

Payments made by QIB to the Trustee under the Transaction Documents, by the Trustee in respect of the Certificates, or revenues generated by the Sukuk Assets and received by the Mudarib and the

Managing Agent, could become subject to withholding or deduction for or on account of taxation. The Master Restricted Mudaraba Agreement, the Management Agreement and the Purchase Undertaking Deed each require QIB to pay additional amounts in the event that any withholding or deduction is required to be made by Qatari law in respect of payments made by it to the Trustee under those documents. Condition 12 (*Taxation*) provides that the Trustee is required to pay additional amounts in respect of any such withholdings or deductions imposed by the Cayman Islands and/or Qatar in certain circumstances. In the event that the Trustee fails to gross-up for any such withholding or deduction on payments due in respect of the Certificates to Certificateholders, QIB has, pursuant to the Master Declaration of Trust, unconditionally and irrevocably undertaken (irrespective of the payment of any fee), as a continuing obligation, to pay to the Trustee (for the benefit of the Certificateholders) an amount equal to the liabilities of the Trustee in respect of any and all additional amounts required to be paid in respect of the Certificates pursuant to Condition 12 (*Taxation*) in respect of any withholding or deduction in respect of any tax as set out in that Condition.

Also, to the extent that the Sukuk Assets do not generate the anticipated level of revenues as a result of withholding tax or deductions in Qatar (and consequentially there are insufficient funds in the Transaction Account and the aggregate of the amounts in the Mudaraba Reserve Account and the Wakala Reserve Account is less than the amount of any shortfall in the Periodic Distribution Amount in respect of any Series of Certificates then payable to Certificateholders), the Managing Agent may provide *Shari'a*-compliant financing by way of the Liquidity Facility to ensure that the Trustee meets its obligation to pay the full amount of the Periodic Distribution Amount on the relevant Periodic Distribution Date.

If QIB has or will become obliged to, or, as the case may be, exercises its discretion to provide funding to ensure that the funds available to the Trustee are sufficient to pay the relevant Periodic Distribution Amount or the relevant Dissolution Amount pursuant to Condition 12 (*Taxation*) or through the Liquidity Facility (as defined in Condition 6(g) (*Trust – Operation of Liquidity Facility*)), and such obligation cannot be avoided by the Trustee taking reasonable measures available to it, then Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*) provides that, in such circumstances, QIB has the option to require the Trustee to dissolve the Trust and redeem the Certificates prior to their scheduled maturity.

Payments by QIB under the Transaction Documents may be subject to withholding tax in Qatar

The Income Tax Law and the Executive Regulations of the Income Tax Law issued in June 2011 (the "**Executive Regulations**") provide that any interest payments made to "**non-residents**" in respect of activities not connected with a permanent establishment in Qatar will be subject to withholding tax. The Executive Regulations provide for certain exemptions to such application of withholding tax. In particular, paragraph 3 of Article 21.4 of the Executive Regulations provides that "**interest on transactions, facilities and loans with banks and financial institutions**" shall not be subject to withholding tax. The provisions applicable to interest payments may also apply to profit payments made under Islamic financial instruments (including sukuk and certificates).

The Ministry of Finance have provided to QIB an exemption (the "**Exemption**") from withholding tax for all payments made under the Programme (including payments to the Certificateholders). However, it is not clear from either the Income Tax Law or the Executive Regulations, whether the Exemption has the force of law in Qatar and it is therefore possible that the Exemption may prove not to have been effective, such that withholding tax is payable on certain payments under the Programme.

To the extent that the Exemption is proven to have been ineffective, or if any law or regulation relating to withholding tax is changed, then, in relation to any then outstanding Certificates, the Trustee may be entitled to redeem the Certificates pursuant to Condition 11(b) (*Early Dissolution for Tax Reasons*).

EU Savings Directive

Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**") requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or secured by such a person for the benefit of) an individual resident, or to (or secured for) certain other types of entity established, in that other EU Member State, except that Austria will instead impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period it elects otherwise. The precise scope of what constitutes interest or similar income for the purposes of the Savings Directive is broad and accordingly it is possible that certain payments which are made in respect of the Certificates (such as the Periodic Distribution Amounts) could be within the scope of the Savings Directive.

The Council of the European Union has adopted a Directive (the "**Amending Savings Directive**") which would, if implemented, amend and broaden the scope of the requirements of the Savings Directive described above, including by expanding the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and by expanding the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or secured for) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Savings Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

The European Commission has published a proposal for a Council Directive repealing the Savings Directive from 1 January 2016 (1 January 2017 in the case of Austria) (in each case subject to transitional arrangements). The proposal also provides that, if it is adopted, EU Member States will not be required to implement the Amending Savings Directive.

If a payment were to be made or collected through an EU Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the Savings Directive or any law implementing or complying with, or introduced in order to conform to such Directive, neither the Trustee nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Certificate as a result of the imposition of such withholding tax. Furthermore, if the Amending Savings Directive is implemented and takes effect in EU Member States, such withholding may occur in a wider range of circumstances than at present, as explained above.

The Trustee is required to maintain a Paying Agent with a specified office in an EU Member State that is not obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive or any law implementing or complying with, or introduced in order to conform to such Directive. However, investors should be aware that any custodians or intermediaries through which they hold their interest in the Certificates may nonetheless be obliged to withhold or deduct tax pursuant to such laws unless the investor meets certain conditions, including providing any information that may be necessary to enable such persons to make payments free from withholding and in compliance with the Savings Directive, as amended.

Investors who are in any doubt as to their position or would like to know more should consult their professional advisers.

U.S. Foreign Account Tax Compliance Withholding

Whilst the Certificates are in global form and held within Euroclear or Clearstream, Luxembourg (together the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") will affect the amount of any payment received by the ICSDs (see "*Taxation – Foreign Account Tax Compliance Act*"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Trustee's obligations under the Certificates are discharged once it has made payment to, or to the order of, the Common

Depositary for the ICSDs (as registered holder of the Certificates) and the Trustee has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

Risk factors relating to enforcement

Considerations relating to the non-recognition of trusts under the laws of the Qatar

The laws of Qatar do not recognise the concept of trust or beneficial interests. Accordingly, if a Qatari court were to consider the merits of a claim in respect of the Master Declaration of Trust and any Supplemental Declaration of Trust and Qatari law principles in doing so, there is no certainty that all of the terms of the Master Declaration of Trust or any Supplemental Declaration of Trust (each of which is governed by English law) would be enforced by the Qatari courts and the trust arrangements set out therein may be recharacterised as an agency arrangement by the Qatari courts.

Claims for specific enforcement

In the event that QIB fails to perform its obligations under any Transaction Document to which it is a party, the potential remedies available to the Trustee and the Delegate include obtaining an order for specific enforcement of QIB's obligations or a claim for damages. There is no assurance that a court will provide an order for specific enforcement, which is a discretionary matter.

The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors including an obligation on the Trustee and the Delegate to mitigate any loss arising as a result of the breach. No assurance is provided on the level of damages which a court may award in the event of a failure by QIB to perform its obligations set out in the Transaction Documents to which it is a party.

Investors may experience difficulty in enforcing arbitration awards and foreign judgments in Qatar

There is currently no treaty or convention for the reciprocal enforcement of judgments between Qatar and England. A judgment obtained from a court in England will be enforceable in Qatar subject to the provisions of Articles 379 and 380 of the Civil and Commercial Procedure Law, which provides, in the case of Article 379, that judgments and orders pronounced in a foreign country may be ordered to be executed in Qatar upon the conditions determined in that country for the execution of Qatari judgments and orders and provides, in the case of Article 380, that an order for execution of a foreign judgment or order will not be made unless and until the following have been ascertained, that: (i) the judgment or order was delivered by a competent court of the foreign jurisdiction in question; (ii) the parties to the action were properly served with notice of proceedings and properly represented; (iii) the judgment or order is one that is capable of being executed by the successful party to the proceedings in conformity with the laws of the foreign jurisdiction in question; and (iv) the foreign judgment or order does not conflict with a previous judgment or order of a competent Qatari court and is not contrary to public policy or morality in Qatar. A Qatari court would be entitled to call for textual evidence on the laws of England concerning the conditions that would be applicable for the execution of the judgment of a Qatari court in England and the Qatari court would then be entitled to execute the judgment of the English court upon those conditions. Accordingly, although a judgment obtained from a court in England would be admissible in evidence in any proceedings brought in Qatar to enforce such judgment it would still be necessary to initiate proceedings in Qatar.

Under the Terms and Conditions of the Certificates, the parties have agreed that any dispute arising out of or in connection with the Certificates shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration, with the Delegate and Certificateholders having the right to require that the courts of England have exclusive jurisdiction to settle the dispute. In the event that proceedings are brought against the Trustee in Qatar, the Qatari courts would, in accordance with their normal practice, enforce the contractual terms of the Certificates (including the contractual choice of a governing law other than Qatari law to govern the Certificates, provided that, this would not apply to any provision of that law which Qatari courts held to be contrary to any mandatory provision of Qatari law or to public order or morality in Qatar).

Pursuant to Decree No. 29 of 2003, Qatar joined the New York Convention on the Recognition and Enforcement of Foreign Arbitral awards of 1958 (the "**New York Convention**"). Accordingly, whenever the New York Convention applies to a foreign arbitral award, that award should be recognised and enforced in compliance with the requirements of the New York Convention. However, enforcement of foreign arbitral awards is underdeveloped in Qatar and largely untested and therefore there can be no assurance that arbitration in connection with the Transaction Documents and/or the Certificates, would protect the interests of the relevant Certificateholders to the same extent as would be expected in certain other jurisdictions.

Waiver of sovereign immunity

QIB has waived its rights, if any, in relation to sovereign immunity under the Transaction Documents to which it is a party. However, there can be no assurance as to whether such waivers of immunity from execution or attachment or other legal process by QIB under the Transaction Documents to which it is a party are valid and binding under the laws of Qatar and applicable in Qatar.

Additional risks

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Certificates. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out in the cover page of this Base Prospectus.

Change of law

The conditions of the Certificates and certain Transaction Documents are based on English law in effect as at the date of this Base Prospectus. Certain Transaction Documents are governed by Qatari law. No assurance can be given as to the impact of any possible judicial decision or change to English or Qatari law or administrative practice in any such jurisdiction after the date of this Base Prospectus nor whether any such change could adversely affect the ability of the Trustee to make payments under the Certificates or of QIB to comply with its obligations under the Transaction Documents.

Investors must make their own determination as to *Shari'a* compliance

Members of the Executive Shariah Committee of HSBC Saudi Arabia Limited, the QInvest Sharia'a Supervisory Board, the *Shari'a* Supervisory Board of QIB and the Shariah Supervisory Committee of Standard Chartered Bank have issued a fatwa in respect of the Certificates and the related structure and mechanism described in the Transaction Documents and their compliance with *Shari'a* principles. However, a fatwa is only an expression of the view of the relevant *Shari'a* advisory board based on its experience in the subject and is not a binding opinion. There can be no assurance as to the *Shari'a* permissibility of the structure or the issue and the trading of the Certificates and neither the Trustee, QIB, the Delegate nor the Dealers makes any representation as to the same. Investors are reminded that, as with any *Shari'a* views, differences in opinion are possible. Investors are advised to obtain their own independent *Shari'a* advice as to whether the structure meets their individual standards of compliance and make their own determination as to the future tradeability of the

Certificates on any secondary market. Questions as to the *Shari'a* permissibility of the structure or the issue and the trading of the Certificates may limit the liquidity and adversely affect the market value of the Certificates.

In addition, prospective investors are reminded that the enforcement of any obligations of any of the parties in the transaction would be, if in dispute, either the subject of arbitration under the arbitration rules of the London Court of International Arbitration or court proceedings under the laws of Qatar or England and Wales, as applicable (at the option of the Trustee or the Delegate, as the case may be). In such circumstances, the arbitrator or judge (as applicable) may first apply the relevant law rather than *Shari'a* principles in determining the obligations of the parties.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or the review of such laws and regulations by certain governmental or regulatory authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Certificates constitute legal investments for it; (ii) the Certificates can be used as collateral for various types of borrowing; and (iii) other restrictions apply to any purchase or pledge of any Certificates by the investor. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules and regulations.

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Certificates of each Series will be represented on issue by a Global Certificate that will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Certificate, investors will not be entitled to receive Certificates in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in the Global Certificate. While the Certificates of any Series are represented by the Global Certificate, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Certificates of any Series are represented by the Global Certificate, the Trustee will discharge its payment obligation under the Certificates by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in a Global Certificate.

Holders of ownership interests in a Global Certificate will not have a direct right to vote in respect of the Certificates so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

European Monetary Union

If Certificates are issued under the Programme which are denominated in the currency of a country which, at the time of issue, is not a member of the European Monetary Union and, before the relevant Certificates are redeemed, the euro becomes the sole currency of that country, a number of consequences may follow including, but not limited to, any or all of the following: (i) all amounts payable in respect of the relevant Certificates may become payable in euro; (ii) applicable law may allow or require such Certificates to be re-denominated into euro and additional measures to be taken in respect of such Certificates; and (iii) there may no longer be available published or displayed rates for deposits used to determine the rates of interest on such Certificates or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the euro could also be accompanied by a volatile interest rate environment. Any of these or any other consequences could adversely affect the holders of the Certificates.

Exchange rate risks and exchange controls

The Trustee will pay Periodic Distribution Amounts and Dissolution Amounts on the Certificates in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency.

These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate. Neither QIB nor the Trustee has any control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future.

An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (i) the Investor's Currency equivalent yield on the Certificates; (ii) the Investor's Currency equivalent value of the Dissolution Amount payable on the Certificates; and (iii) the Investor's Currency equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as the availability of a specified foreign currency at the time of any payments including of any Periodic Distribution Amount on a Certificate. As a result, investors may receive a lower Dissolution Amount than expected, or no Dissolution Amount.

Profit rate risks

Investment in Certificates that are fixed rate Certificates involves the risk that if market profit rates subsequently increase above the rate paid on such Certificate, this will adversely affect the value of the Certificates.

Emerging markets

Investors in emerging markets should be aware that these markets are subject to greater risks than more developed markets, including, in some cases, significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risk involved.

Consents in relation to the variation of the Transaction Documents and other matters

The Conditions of the Certificates contain provisions for calling meetings of Certificateholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting and Certificateholders who voted in a manner contrary to the majority.

The Conditions also contain provisions for obtaining written resolutions on matters relating to the Certificates from Certificateholders without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Certificates who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Master Declaration of Trust and whose Certificates are outstanding shall, for all purposes, take effect as an Extraordinary Resolution.

In certain circumstances, where the Certificates are held in global form in the clearing systems, the Trustee, QIB and the Delegate (as the case may be) will be entitled to rely upon:

(i) where the terms of the resolution proposed by the Trustee, QIB or the Delegate have been notified to the Certificateholders through the relevant clearing system(s), in accordance with the provisions of the Master Declaration of Trust, approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing systems to the Principal Paying Agent or another specified agent and/or the Delegate in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates outstanding; and

(ii) where electronic consent is not being sought, consent or instructions given in writing directly to the Issuer (a) by accountholders in the clearing system(s) with entitlements to such Global Certificate and/or, (b) where the accountholders hold such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**relevant clearing system**") and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above.

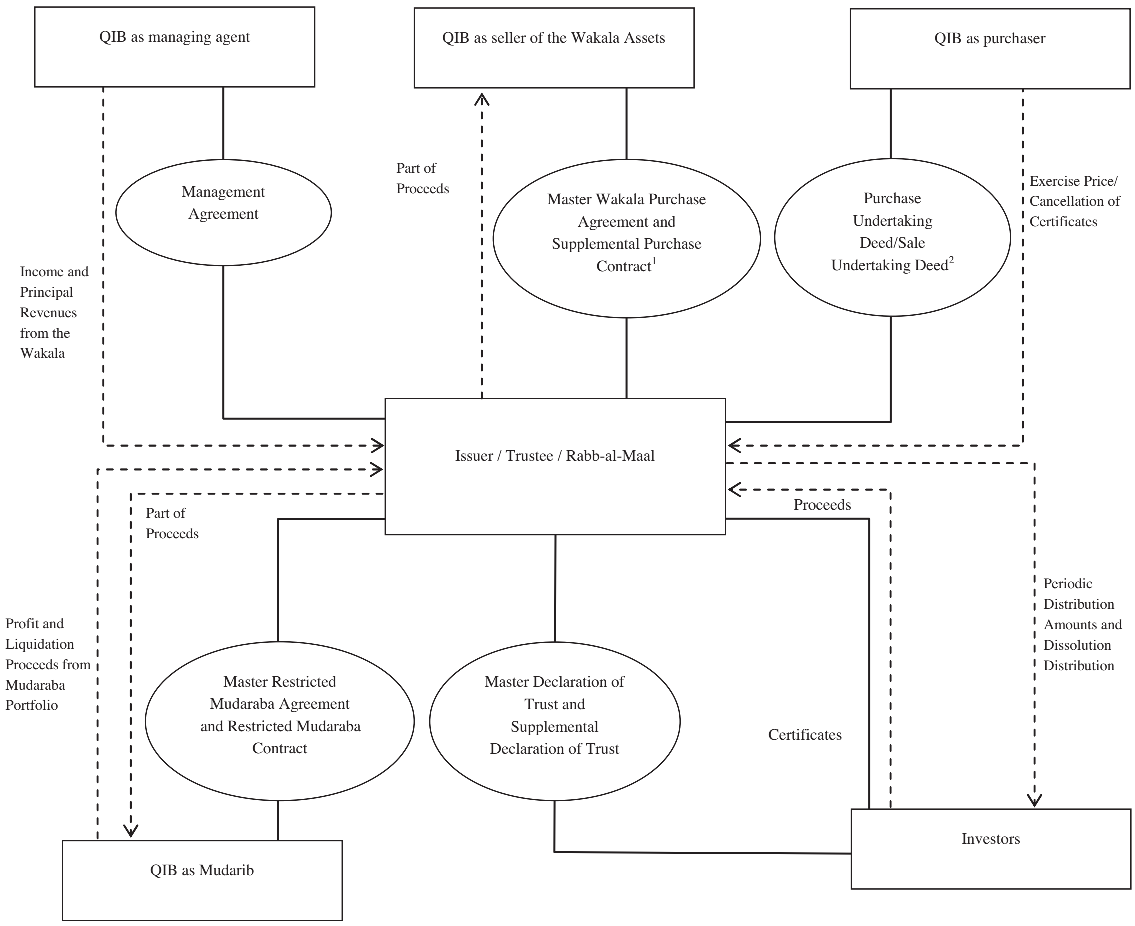
A written resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Certificateholders, including the modification of the Conditions, that would otherwise be required to be passed at a meeting of Certificateholders satisfying the special quorum in accordance with the provisions of the Master Declaration of Trust, and shall for all purposes take effect as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting and Certificateholders who voted in a manner contrary to the majority.

The Master Declaration of Trust contains provisions preventing the Trustee from amending the Transaction Documents and the Trustee's memorandum and articles of association without the consent of the Delegate and permitting the Delegate from time to time and at any time without any consent or sanction of the Certificateholders to give its consent to the Trustee making any modification to the Master Declaration of Trust if, in the opinion of the Delegate, such modification: (a) is of a formal, minor or technical nature; or (b) is made to correct a manifest error; or (c) is not materially prejudicial to the interests of the Certificateholders and is other than in respect of a Reserved Matter (as defined in the Master Declaration of Trust). Unless the Delegate otherwise agrees, any such modification shall as soon as practicable thereafter be notified to the Certificateholders and shall in any event be binding upon the Certificateholders.

STRUCTURE DIAGRAM AND CASHFLOWS

Set out below is a simplified structure diagram and description of the principal cash flows underlying the transaction. Potential investors are referred to the terms and conditions of the Certificates and the detailed descriptions of the relevant Transaction Documents and the Corporate Services Agreement set out elsewhere in this Base Prospectus for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below.

Structure Diagram



= Cashflows

= Agreements

[1] Wakala Asset Substitution Undertaking Deed allows QIB to substitute existing Wakala Assets for new Wakala Assets during the life of the relevant Series.

[2] Redemption Undertaking Deed allows QIB to require the Trustee to cancel redeemed Certificates.

Cashflows

Payments by the Certificateholders and the Trustee

The Trustee and QIB will enter into an amended and restated sale and purchase agreement on 17 September 2015 (the "**Master Wakala Purchase Agreement**") and, on the issue date of each Series of Certificates (each, an "**Issue Date**"), the relevant Certificateholders will pay the issue price to the Trustee and, in accordance with the terms of the Master Wakala Purchase Agreement, the Trustee will enter into a supplemental purchase contract (a "**Supplemental Purchase Contract**") with QIB pursuant to which the Trustee shall, using a proportion of the proceeds of a Series of Certificates (the "**Proceeds**"), purchase from QIB, real estate assets located in a Designated Area and in relation to which QIB or any person as agent on its behalf has entered into *ijara* contracts ("**Real Estate Ijara Contracts**") (including any ancillary rights under such contracts) ("**Wakala Real Estate Ijara Assets**"), non-real estate assets, excluding any Vehicle Financing Assets, in relation to which QIB or any person as agent on its behalf has entered into *ijara* contracts ("**Non-Real Estate Ijara Contracts**") (including any ancillary rights under such Non-Real Estate Ijara Contracts) ("**Wakala Non-Real Estate Ijara Assets**"), *istisna'a* assets: (i) which are under construction; (ii) in respect of which QIB has entered into a *Shari'a*-compliant forward lease or other *Shari'a*-compliant financing arrangement; and (iii) which are located in a Designated Area ("**Wakala Istisna'a Assets**"), receivables under *murabaha* (sale of commodities or goods on a cost plus basis) contracts ("**Murabaha Contracts**") (including any ancillary rights under such *murabaha* contracts) ("**Murabaha Receivables**") and tangible *Shari'a*-compliant assets, other than a Real Estate Ijara Asset or a Non-Real Estate Ijara Asset, originated, held or owned by QIB, including the income generated therefrom and any agreement and documents in relation thereto ("***Shari'a*-Compliant Assets**") but excluding any Vehicle Financing Asset and any real estate asset not located in a Designated Area (each such asset an "**Initial Wakala Asset**" and the portfolio of such assets being the "**Initial Wakala Portfolio**", and following the Issue Date of a Series, together with any Eligible Wakala Asset which may have been substituted for any Initial Wakala Asset in accordance with the Management Agreement, the Master Wakala Purchase Agreement, the relevant Supplemental Purchase Contract and the Wakala Asset Substitution Undertaking Deed, the "**Wakala Portfolio**" and each asset comprising the Wakala Portfolio, a "**Wakala Asset**"). For these purposes, "**Designated Area**" means (a) the 18 investment areas in the State of Qatar where, pursuant to the Cabinet Resolution No. (6) of 2006, as may be amended or supplemented from time to time, a non-Qatari person may own a 99 year usufruct right over the relevant real estate; and (b) any other real estate in the State of Qatar, from time to time, in respect of which the Trustee may own freehold title or a usufruct right under the laws of the State of Qatar. "**Vehicle Financing Asset**" means an asset comprising a vehicle which, pursuant to Law No. (19) of 2007, may not be registered in the name of a foreign entity and includes the rights in respect of any financing of such vehicle.

The Trustee shall appoint QIB as its managing agent (the "**Managing Agent**") to manage the Wakala Portfolio in respect of each Series under, and in accordance with the terms of, an amended and restated management agreement to be entered into on 17 September 2015 between the Trustee and QIB (the "**Management Agreement**"). Under the Management Agreement, the Managing Agent shall be obliged, in accordance with an investment plan (the "**Wakala Investment Plan**"), to manage the Wakala Portfolio through the provision of certain services including, but not limited to, ensuring timely receipt of all revenues from each Wakala Asset (the "**Wakala Portfolio Revenues**"), collecting or enforcing the collection of such Wakala Portfolio Revenues and using its reasonable endeavours to apply such Wakala Portfolio Revenues in the nature of capital or principal payments in respect of the relevant Wakala Assets (including fixed rentals (in the case of Ijara Assets) and cost element (in the case of Murabaha Receivables)) (the "**Wakala Portfolio Principal Revenues**") in acquiring further Eligible Wakala Assets from QIB. Pursuant to the terms of the Management Agreement, the Managing Agent shall be obliged to maintain separate ledgers in the Collection Account to record: (1) any amount of Wakala Portfolio Principal Revenues received in respect of the Wakala Portfolio; (2) the amount of Wakala Portfolio Revenues that are not Wakala Portfolio Principal Revenues ("**Wakala Portfolio Income Revenues**"); and (3) any amount of Wakala Portfolio Income Revenues remaining after deducting amounts payable to the Trustee on any given Periodic Distribution Date.

The Trustee and QIB will enter into a master restricted mudaraba agreement 17 September 2015 ("**Master Restricted Mudaraba Agreement**") (as the same will be supplemented, on the Issue Date of each Series, by an individual restricted mudaraba contract (each a "**Restricted Mudaraba Contract**")) with QIB as the *mudarib* (the "**Mudarib**"), pursuant to which, in relation to each Series, the Trustee (as "**Rabb-al-Maal**") will deposit the remainder of the Proceeds, as a capital contribution (the "**Mudaraba Capital**") into a ledger account maintained by the Rabb-al-Maal with the Mudarib (the

"**Mudaraba Account**") for investment pursuant to a restricted mudaraba arrangement (a "**Restricted Mudaraba**") in accordance with an investment plan (the "**Mudaraba Investment Plan**") contained in the applicable Restricted Mudaraba Contract. On the Issue Date of each Series, the Mudarib will enter into a sale and purchase agreement with QIB pursuant to which it will purchase from QIB an ownership interest in a portfolio of Real Estate Ijara Assets in relation to which QIB has entered into Real Estate Ijara Contracts (including any ancillary rights under such contracts) ("**Mudaraba Real Estate Ijara Assets**"), Non-Real Estate Ijara Assets (including any asset relating to vehicle financings) in relation to which QIB has entered into Non-Real Estate Ijara Contracts (including any ancillary rights under such contracts) ("**Mudaraba Non-Real Estate Ijara Assets**" and together with Wakala Non-Real Estate Ijara Assets, Mudaraba Real Estate Ijara Assets and Wakala Real Estate Ijara Assets, "**Ijara Assets**"), *istisna'a* assets (i) which are under construction; and (ii) in respect of which QIB has entered into a *Shari'a*-compliant forward lease or other *Shari'a*-compliant financing arrangement ("**Mudaraba Istisna'a Assets**" and together with Wakala Istisna'a Assets, "**Istisna'a Assets**"), *Shari'a*-Compliant Assets other than Mudaraba Non-Real Estate Ijara Assets and Mudaraba Real Estate Ijara Assets that have associated with them underlying tangible assets (as defined below) and *Shari'a*-compliant deposits with QIB ("***Shari'a*-Compliant Investments**") (such assets being the "**Initial Mudaraba Assets**", and the portfolio of such assets being the "**Initial Mudaraba Portfolio**", and following the Issue Date of a Series, together with any Eligible Mudaraba Asset substituted for any Initial Mudaraba Asset, the "**Mudaraba Portfolio**" and each asset comprising the Mudaraba Portfolio, a "**Mudaraba Asset**"). The Wakala Assets and the Mudaraba Assets together constitute the "**Sukuk Assets**". The Sukuk Assets, together with any other assets in the relevant Trust, constitute the "**Trust Assets**" for the relevant Series.

Under the terms of the Master Restricted Mudaraba Agreement, in relation to each Restricted Mudaraba, the Mudarib shall be obliged, among other things, to ensure that the Mudaraba Capital is invested in accordance with the terms of the Master Restricted Mudaraba Agreement, the Restricted Mudaraba Contract and the related Mudaraba Investment Plan, to monitor, subject to, and in accordance with its usual and standard practices from time to time, on a monthly basis the Value and the income generating properties of the relevant Mudaraba Assets and use its best endeavours to manage the Mudaraba Portfolio such that the Value of the relevant Mudaraba Portfolio is, on the Business Day immediately before the relevant Dissolution Date, equal to or greater than the Mudaraba Capital. The Mudarib shall, to the extent possible, reinvest all revenues from the Mudaraba Portfolio in the nature of principal (including fixed rentals (in the case of Ijara Assets)) (the "**Mudaraba Portfolio Principal Revenues**") in Eligible Mudaraba Assets, in each case in accordance with the terms of the Master Restricted Mudaraba Agreement, the relevant Restricted Mudaraba Contract and the related Mudaraba Investment Plan, provided that the Value of such further Eligible Mudaraba Assets is not less than the consideration given for, the purchase price of or the amounts otherwise applied in the acquisition of such assets. In respect of any Istisna'a Assets in the Mudaraba Portfolio, the Mudarib will: (a) procure the delivery of the Istisna'a Assets in accordance with the relevant transaction contracts relating to such Istisna'a Assets; and (b) ensure that the design and construction of the Istisna'a Assets is carried out in accordance with all applicable laws and good industry practice, provided that any breach of such obligation shall not constitute a QIB Event but shall result in the Mudarib being required to substitute the relevant Istisna'a Asset in accordance with the Master Restricted Mudaraba Agreement. In addition, pursuant to the terms of the Master Restricted Mudaraba Agreement, the Mudarib shall be obliged to maintain separate ledgers to record: (1) any amount of Mudaraba Portfolio Principal Revenues received in respect of the relevant Restricted Mudaraba; (2) the amount of Mudaraba Profit received in respect of the Mudaraba Portfolio which is payable to the Rabb-al-Maal; and (3) any amounts of Mudaraba Profit remaining after deducting amounts payable to the Rabb-al-Maal.

The Trustee will be under an obligation to invest a proportion of the Proceeds of each Series in a Wakala Portfolio in accordance with the terms of the Master Wakala Purchase Agreement and the relevant Supplemental Purchase Contract. On the Issue Date of each Series (but not necessarily thereafter), at least 51 per cent. of the aggregate of the Value of: (i) the Mudaraba Portfolio; and (ii) the Wakala Portfolio, shall be derived from Ijara Assets and/or *Shari'a*-Compliant Assets that have associated with them underlying tangible assets. In addition, following the Issue Date: (i) the Wakala Tangibility Ratio; and (ii) the Mudaraba Tangibility Ratio shall each be at least 33 per cent.

For these purposes: "**Wakala Tangibility Ratio**" means, at any time, the ratio of: (i) the aggregate of the Value of the tangible assets comprising a Wakala Portfolio to (ii) the aggregate of the Value of that Wakala Portfolio and any Wakala Portfolio Principal Revenues received in respect of such

Wakala Portfolio and not re-invested in accordance with the terms of the Management Agreement, expressed as a percentage; and "**Mudaraba Tangibility Ratio**" means, at any time, the ratio of: (i) the aggregate of the Value of the tangible assets comprising a Mudaraba Portfolio to (ii) the aggregate of the Value of that Mudaraba Portfolio and any Mudaraba Portfolio Principal Revenues received in respect of such Mudaraba Portfolio and not re-invested in accordance with the terms of the Master Restricted Mudaraba Agreement, expressed as a percentage. An "**Eligible Mudaraba Asset**" means a Mudaraba Real Estate Ijara Asset, Mudaraba Non-Real Estate Ijara Asset, an Istisna'a Asset, any other *Shari'a*-Compliant Asset that has associated with it an underlying tangible asset or a *Shari'a*-Compliant Investment which has a Fair Market Value at all times equal to or greater than its Value and provided that:

(a) in the case of a Mudaraba Real Estate Ijara Asset or a Mudaraba Non-Real Estate Ijara Asset, it is an asset:

  (i) in respect of which QIB is entitled to receive payments due to it in respect of the Ijara Contract related to such Ijara Asset;

  (ii) in respect of which no party to the related Ijara Contract is in breach of its payment obligations under that Ijara Contract or any documents associated with that Ijara Contract;

  (iii) that has been originated or is held or owned by QIB in a manner consistent with its usual credit and origination policies;

  (iv) that constitutes legal, valid, binding and enforceable obligations of the obligor under the related Ijara Contract in the jurisdiction in which such obligor is located and the jurisdiction in which any related asset is located;

  (v) in respect of which there has not occurred any acceleration or analogous event; and in respect of which the Value of such Ijara Asset is not less than the value of the consideration given for such asset as at the date upon which the relevant asset becomes part of the Mudaraba Portfolio; or

(b) in the case of a Mudaraba Istisna'a Asset, it is an asset in respect of which the Value of such Istisna'a Asset is not less than the value of the considerations given for such Mudaraba Istisna'a Asset as at the date upon which the relevant Mudaraba Istisna'a Asset becomes part of the Mudaraba Portfolio; or

(c) in the case of any other *Shari'a*-Compliant Asset that has associated with it an underlying tangible asset or a *Shari'a*-Compliant Investment, it is an asset in respect of which the Value of such *Shari'a*-Compliant Asset or *Shari'a*-Compliant Investment, as the case may be, is not less than the value of the consideration given for such *Shari'a*-Compliant Asset or *Shari'a*-Compliant Investment, as the case may be, as at the date the *Shari'a*-Compliant Asset becomes part of the Mudaraba Portfolio.

An "**Eligible Wakala Asset**" means, in respect of each Series, an Income Generating Asset: (a) which has been originated or is held or owned by the Seller in a manner consistent with its usual credit and origination policies; (b) which constitutes legal, valid, binding and enforceable obligations of the obligor thereof in the jurisdiction in which such obligor is located and the jurisdiction in which any related asset is located; (c) in respect of which the obligor is not in breach of its payment obligations under any documents associated with that Income Generating Asset; (d) in respect of which the Seller is entitled to receive all payments due to it in respect of such Income Generating Asset; (e) in respect of which there has not occurred any acceleration or analogous event; and (f) which is capable of being sold and transferred to the Purchaser by the Seller in accordance with the terms set out in the Master Wakala Purchase Agreement. "**Income Generating Assets**" means: (a) Ijara Assets; (b) Istisna'a Assets; (c) Murabaha Receivables; and/or (d) other *Shari'a*-Compliant Assets (excluding any Vehicle Financing Asset and any real estate not located in a Designated Area) originated, held or owned by QIB, including the income generated therefrom and any agreements or documents in relation to such assets.

For each Series, the percentage of the Proceeds used to purchase the Wakala Portfolio shall be the "**Wakala Percentage**" and the percentage of the Proceeds of a Series paid to the Mudarib as the Mudaraba Capital shall be the "**Mudaraba Percentage**" for such Series. The Trustee will, pursuant to the Master Declaration of Trust (as the same will be supplemented, on the occasion of the issue of each Series of Certificates, by a Supplemental Declaration of Trust), declare a Trust over, *inter alia*, the Proceeds for each Series in favour of the relevant Certificateholders.

Periodic Distribution Payments

Prior to each Periodic Distribution Date: (a) payments in respect, or on account, of any Mudaraba Profit will: (i) first be allocated and, in the case of any interest of QIB, distributed on a *pro rata* basis in accordance with any respective ownership interests of QIB and the Mudaraba in the Mudaraba Portfolio; and (ii) following such initial allocation and distribution, allocated by the Mudarib in respect of the Mudarib and Rabb-al-Maal's respective interest in the Mudaraba Profit in accordance with the profit sharing ratio set out in the Master Restricted Mudaraba Agreement; and (b) the Managing Agent will pay to the Trustee amounts representing the Wakala Portfolio Income Revenues in respect of the Wakala Portfolio, which, in aggregate, are intended to be sufficient to fund the Periodic Distribution Amounts payable by the Trustee under the Certificates.

Redemption of the Certificates

On maturity of a Series or the occurrence of a Dissolution Event:

(a) pursuant to an amended and restated purchase undertaking deed to be executed by QIB in favour of the Trustee and the Delegate on 17 September 2015 (the "**Purchase Undertaking Deed**"), the Trustee (or, prior thereto following the occurrence of a Dissolution Event, the Delegate), may exercise its rights under the relevant Purchase Undertaking and require QIB to purchase from the Trustee, by way of assignment and transfer, the relevant Wakala Portfolio. The price (the "**Exercise Price**") payable by QIB upon exercise of the relevant Purchase Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the relevant Purchase Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Purchase Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date;

(b) pursuant to the Master Restricted Mudaraba Agreement, the relevant Restricted Mudaraba will be liquidated and the Mudarib will distribute to the Rabb-al-Maal an amount equal to the aggregate of: (i) an amount equal to the Value of the relevant Mudaraba Portfolio on the Mudaraba End Date; plus (ii) any Mudaraba Portfolio Principal Revenues held by the Mudarib in relation to such Restricted Mudaraba Contract at the relevant time that have not yet been invested in further Eligible Mudaraba Assets (the "**Final Liquidation Proceeds**"); and

(c) pursuant to the Management Agreement, the Managing Agent will pay to the Trustee the amount of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the relevant Series that have not at the relevant time been invested in Eligible Wakala Assets by crediting such amounts into the Transaction Accounts.

"**Value**" means:

(a) (1) in respect of a Mudaraba Asset, the amount in each case as determined by QIB on the relevant date as equal to: (i) in the case of a Mudaraba Istisna'a Asset, the aggregate of all outstanding fixed rental amounts payable by the relevant Transaction Party to QIB under the relevant forward lease contract; (ii) in the case of a Mudaraba Real Estate Ijara Asset and a Mudaraba Non-Real Estate Ijara Asset, the aggregate of all outstanding fixed rental instalment amounts payable by the relevant transaction party to QIB in relation to such asset; or (iii) in the case of a *Shari'a*-Compliant Investment or a *Shari'a*-Compliant Asset, the outstanding face amount or principal value then outstanding of that *Shari'a*-Compliant Investment or *Shari'a*-Compliant Asset, as the case may be; and (2) in respect of the relevant Mudaraba Portfolio, the aggregate of the amounts determined under (i), (ii) and (iii) in respect of the Mudaraba Assets comprising such Mudaraba Portfolio on such date; and

(b) (1) in respect of any Wakala Asset, the amount determined on the relevant date as equal to: (i) in the case of a Wakala Istisna'a Asset, the aggregate of all outstanding fixed rental amounts payable by the relevant transaction party to QIB under the relevant forward lease contract; (ii) in the case of a Wakala Real Estate Ijara Asset and Wakala Non-Real Estate Ijara Asset the aggregate of all outstanding fixed rental instalment amounts payable by the relevant Transaction

Party to QIB in relation to such asset; (iii) in the case of a Wakala Asset comprising Murabaha Receivables under a Murabaha Contract, the aggregate outstanding amount of such Murabaha Contract; or (iv) in the case of any other income generating *Shari'a*-Compliant Asset that is a Wakala Asset, the outstanding face amount or par value then outstanding of that *Shari'a*-Compliant Asset; and (v) in respect of the relevant Wakala Portfolio, the aggregate of the amounts determined under sub-paragraphs (i), (ii), (iii) and (iv) in respect of the Wakala Assets comprising the Wakala Portfolio.

QIB may, in the event of certain tax gross-ups being required or, in the event that QIB exercises a call option in relation to a Series (the "**Optional Dissolution Right**") (if applicable to the relevant Series):

(a) pursuant to an amended and restated sale undertaking deed to be executed by the Trustee in favour of QIB 17 September 2015 (the "**Sale Undertaking Deed**"), exercise its rights under the relevant Sale Undertaking to require the Trustee to sell and transfer the relevant Wakala Portfolio to QIB. The Exercise Price payable by QIB upon exercise of the relevant Sale Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the relevant Sale Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Sale Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date;

(b) liquidate the relevant Restricted Mudaraba and distribute the Final Liquidation Proceeds; and

(c) pursuant to the Management Agreement, the Managing Agent will pay to the Trustee the amount of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the relevant Series that have not at the relevant time been invested in Eligible Wakala Assets by crediting such amounts into the Transaction Accounts.

Any obligation of the Trustee to repay any amounts advanced pursuant to the Liquidity Facility shall be set-off against payment by QIB of that portion of the Exercise Price under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable) comprising: (i) any amounts repayable but unpaid by the Trustee to the Managing Agent under the Liquidity Facility; and (ii) any Management Liabilities Amounts repayable but unpaid by the Trustee to the Managing Agent in accordance with the terms of the Management Agreement.

Cancellation of Certificates held by QIB and/or any of its subsidiaries

Pursuant to the Conditions, QIB and/or any of its subsidiaries may at any time purchase Certificates in the open market or otherwise. If QIB wishes to cancel such Certificates purchased by it and/or any of its subsidiaries, QIB may, in accordance with the terms of the Redemption Undertaking Deed, deliver a cancellation notice to the Trustee requiring it to cancel any relevant Certificates identified to it by QIB and/or any of its subsidiaries and to transfer on any Cancellation Date the Wakala Assets specified by QIB in its sole and absolute discretion in the relevant Cancellation Notice, together with all of the Trustee's rights, title, interests, benefits and entitlements in and to the Wakala Assets (the "**Cancellation Wakala Assets**"), the Value of which shall be no greater than the Wakala Percentage of the aggregate outstanding face amount of the Cancellation Certificates. Upon receipt by the Trustee of a Cancellation Notice, the Trustee acknowledges and agrees that the Mudarib shall transfer on the relevant Cancellation Date to QIB such Mudaraba Assets as selected by the Mudarib in its sole and absolute discretion ("**Cancellation Mudaraba Assets**"), provided that the aggregate Value of such Cancellation Mudaraba Assets shall be no greater than the Mudaraba Percentage of the aggregate face amount of the Cancellation Certificates.

TERMS AND CONDITIONS OF THE CERTIFICATES

The following are the terms and conditions of the Certificates which will be incorporated by reference into each Global Certificate and Definitive Certificate, in the case of Definitive Certificates only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Trustee and QIB at the time of issue but, if not so permitted and agreed, each Definitive Certificate will have endorsed thereon or attached thereto such terms and conditions. The applicable Final Terms in relation to any Series may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following terms and conditions, replace or modify the following terms and conditions for the purpose of such Certificates. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Certificate and Definitive Certificate. Reference should be made to ''Applicable Final Terms'' for a description of the content of the Final Terms which will specify which of such terms are to apply in relation to the relevant Certificates.

QIB Sukuk Ltd. (in its capacity as issuer and in its capacity as trustee, the ''**Trustee**'') has established a programme (the ''**Programme**'') for the issuance of trust certificates (the ''**Certificates**'' and each a ''**Certificate**'') in a maximum aggregate face amount of U.S.$1,500,000,000 as may be increased in accordance with the terms of the Programme Agreement (as defined below).

Certificates issued under the Programme are issued in series (each series of Certificates being a ''**Series**''). The final terms for a Certificate (or the relevant provisions thereof) are set out in Part A of the applicable Final Terms attached to the relevant Supplemental Declaration of Trust and incorporated or endorsed on a Certificate which supplement and amend these terms and conditions (the ''**Conditions**'') and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of each Series. References to the applicable ''**Final Terms**'' are to the final terms (or the relevant provisions thereof) attached to the relevant Supplemental Declaration of Trust and incorporated or endorsed on each Certificate.

Each Certificate will represent an undivided ownership interest in the relevant Trust Assets (as defined below) held on trust by the Trustee (the ''**Trust**'') for the holders of such Certificates pursuant to: (i) an amended and restated master declaration of trust (the ''**Master Declaration of Trust**'') to be dated 17 September 2015 and to be entered into by the Trustee, Qatar Islamic Bank (Q.S.C.) (''**QIB**'') and Deutsche Trustee Company Limited in its capacity as donee of certain powers and as the Trustee's delegate (the ''**Delegate**''); and (ii) a supplemental declaration of trust in respect of the relevant Series (the ''**Supplemental Declaration of Trust**'') to be entered into by the same parties having the details set out in the applicable Final Terms.

The Certificates of each Series shall form a separate series and these Conditions shall apply *mutatis mutandis* separately and independently to the Certificates of each Series and, in these Conditions, the expressions ''**Certificates**'', ''**Certificateholders**'' and related expressions shall be construed accordingly.

In these Conditions, references to ''**Certificates**'' shall be references to the Certificates (whether in global form as a global Certificate (a ''**Global Certificate**'') or in definitive form as definitive Certificates (each a ''**Definitive Certificate**'')) which are the subject of the applicable Final Terms.

These Conditions include summaries of, and are subject to, the detailed provisions of the Master Declaration of Trust as supplemented by each relevant Supplemental Declaration of Trust and the other Transaction Documents. Payments relating to the Certificates will be made pursuant to an amended and restated agency agreement to be dated 17 September 2015 (the ''**Agency Agreement**'') made between, *inter alios*, the Trustee, the Delegate, QIB and Deutsche Bank AG, London Branch as principal paying agent (in such capacity, the ''**Principal Paying Agent**'' and, together with any further or other paying agents appointed from time to time in respect of the Certificates, the ''**Paying Agents**'') and calculation agent (together with any further or other calculation agents appointed from time to time in respect of the Certificates, in such capacity, the ''**Calculation Agent**'') and Deutsche Bank Luxembourg S.A. as transfer agent (together with any further or other transfer agents appointed from time to time in respect of the Certificates, in such capacity, the ''**Transfer Agent**'') and as registrar (in such capacity, a ''**Registrar**''). The Paying Agents, the Calculation Agent, the Registrar and the Transfer Agent are together referred to in these Conditions as the ''**Agents**''. References to the Agents or any of them shall include their successors.

The Certificateholders of a Series are entitled to the benefit of, are bound by, and are deemed to have notice of the following documents, copies of which are available for inspection during usual business hours at the principal office of the Trustee (presently at P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands) and at the specified offices of the Paying Agents:

(a) an amended and restated master restricted mudaraba agreement dated 17 September 2015 between, *inter alios*, the Trustee (in its capacity as the Rabb-al-Maal, the "**Rabb-al-Maal**") and QIB (in its capacity as the Mudarib, the "**Mudarib**") (the "**Master Restricted Mudaraba Agreement**") and the restricted mudaraba contract entered into in respect of such Series (each a "**Restricted Mudaraba Contract**");

(b) an amended and restated management agreement dated 17 September 2015 between, *inter alios*, the Trustee and QIB (in its capacity as the managing agent, the "**Managing Agent**") (the "**Management Agreement**");

(c) an amended and restated master wakala purchase agreement dated 17 September 2015 between, *inter alios*, the Trustee and QIB (the "**Master Wakala Purchase Agreement**") and the supplemental purchase contract entered into in respect of such Series (each a "**Supplemental Purchase Contract**");

(d) an amended and restated purchase undertaking deed dated 17 September 2015 executed by QIB in favour of the Trustee and the Delegate (the "**Purchase Undertaking Deed**") containing the form of sale agreement (a "**Sale Agreement**") to be entered into in the circumstances set out in the Purchase Undertaking Deed;

(e) an amended and restated sale undertaking deed dated 17 September 2015 executed by the Trustee in favour of QIB (the "**Sale Undertaking Deed**") containing the form of sale agreement to be entered into in the circumstances set out in the Sale Undertaking Deed;

(f) an amended and restated redemption undertaking deed dated 17 September 2015 executed by the Trustee in favour of QIB (the "**Redemption Undertaking Deed**");

(g) an amended and restated wakala asset substitution undertaking deed dated 17 September 2015 executed by the Trustee in favour of QIB (the "**Wakala Asset Substitution Undertaking Deed**");

(h) the Master Declaration of Trust and the applicable Supplemental Declaration of Trust entered into in respect of such Series;

(i) the Agency Agreement;

(j) a corporate services agreement entered into on 25 September 2012 between MaplesFS Limited (as provider of corporate services to the Trustee) and the Trustee (the "**Corporate Services Agreement**"); and

(k) in respect of each Series, the applicable Final Terms,

as each may be amended and restated and/or supplemented from time to time.

The statements contained in these Conditions include summaries of, and are subject to, the detailed provisions of the Master Declaration of Trust as supplemented by the applicable Supplemental Declaration of Trust and the Agency Agreement.

Each Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed, in respect of each Series, to authorise and direct the Trustee on behalf of the Certificateholders, to: (a) purchase the Wakala Portfolio and enter into the Management Agreement with the Managing Agent in respect thereof; (b) invest, as Rabb-al-Maal, with the Mudarib in the Mudaraba Portfolio in accordance with the Master Restricted Mudaraba Agreement; and (c) enter into each other Transaction Document to which it is a party, subject to the terms and conditions of the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust and these Conditions.

1 Interpretation

Words and expressions defined in the Master Declaration of Trust as supplemented by any relevant Supplemental Declaration of Trust and the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between any such document and the applicable Final Terms, the applicable Final Terms will prevail. In addition, in these Conditions the following expressions have the following meanings:

"**Accountholder**" means each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as entitled to a particular face amount of the Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error);

"**Accrual Period**" has the meaning given to it in Condition 8(c) (*Fixed Periodic Distribution Provisions – Determination of Periodic Distribution Amount*);

"**Broken Amount**" has the meaning given to it in the applicable Final Terms;

"**Business Day**" has the meaning given to it in Condition 9(b) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*);

"**Business Day Convention**", in relation to any particular date, has the meaning given in the applicable Final Terms and, if so specified in the applicable Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the applicable Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

   (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

   (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

   (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Amount**" has the meaning given to it in the applicable Final Terms;

"**Calculation Date**" means the Business Day immediately preceding a Dissolution Date;

"**Cancellation Certificates**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Cancellation Mudaraba Assets**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Cancellation Notice**" means a cancellation notice in substantially the form of schedule 6 (Form of Cancellation Notice) to the Master Declaration of Trust;

"**Cancellation Wakala Assets**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Certificateholder**" means a person in whose name a Certificate is registered in the Register (or in the case of joint holders, the first named thereof) save that, for so long as the Certificates of any Series are represented by a Global Certificate, each Accountholder shall be deemed to be the Certificateholder in respect of the aggregate face amount of such Certificates standing to its account in the records of Euroclear or Clearstream, Luxembourg, as the case may be, for the purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Trustee, solely in the registered holder of such Global Certificate in accordance with and subject to the terms of the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust and such Global Certificates, and the expressions "**holder**" and "**holder of Certificates**" and related expressions shall (where appropriate) be construed accordingly;

"**Clearstream, Luxembourg**" has the meaning given to it in Condition 2(a) (*Form, Denomination and Title – Form and Denomination*);

"**Collection Account**" means, in relation to each Series, the separate non-profit bearing ledger account maintained on the books of the Managing Agent in accordance with the provisions of the Management Agreement to record Wakala Asset Income Revenue received in respect of the Wakala Portfolio relating to such Series;

"**Day Count Fraction**" has the meaning given to it in Condition 8(c) (*Fixed Periodic Distribution Provisions – Determination of Periodic Distribution Amount*) (if the Fixed Periodic Distribution provisions are applicable) or Condition 9(e) (*Floating Periodic Distribution Provisions – Calculation of Periodic Distribution Amount*) (if the Floating Periodic Distribution Provisions are applicable);

"**Delegation**" has the meaning given to it in Condition 20 (*The Delegate*);

"**Designated Area**" means (a) the 18 investment areas in the State of Qatar where, pursuant to the Cabinet Resolution No. (6) of 2006, as may be amended or supplemented from time to time, a non-Qatari person may own a 99 year usufruct right over the relevant real estate; and (b) any other real estate in the State of Qatar, from time to time, in respect of which the Trustee may own freehold title or a usufruct right under the laws of the State of Qatar;

"**Determination Date**" has the meaning specified in the applicable Final Terms;

"**Determination Period**" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Return Accrual Commencement Date or the final Periodic Distribution Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"**Dispute**" has the meaning given to it in Condition 22 (*Governing Law and Arbitration*);

"**Dissolution Amount**" means, in relation to a particular Series, either:

(a) the sum of:

  (i) the outstanding face amount of such Series; and

  (ii) any due but unpaid Periodic Distribution Amounts for such Series; or

(b) such other amount specified in the applicable Final Terms as being payable upon dissolution of the relevant Series;

"**Dissolution Date**" means, in relation to a particular Series, either:

(a) the Scheduled Dissolution Date;

(b) the Tax Redemption Date;

(c) if an Optional Dissolution Right is applicable to the relevant Series, the Optional Dissolution Date; or

(d) the Dissolution Event Redemption Date.

"**Dissolution Event**" has the meaning given to it in Condition 15 (*Dissolution Events*);

"**Dissolution Event Redemption Date**" has the meaning given to it in Condition 15 (*Dissolution Events*);

"**Dissolution Request**" has the meaning given to it in Condition 15 (*Dissolution Events*);

"**Early Dissolution Amount (Tax)**" means, in respect of any Certificate, the Dissolution Amount or such other amount specified in the applicable Final Terms;

"**Eligible Mudaraba Asset**" means a Mudaraba Real Estate Ijara Asset, Mudaraba Non-Real Estate Ijara Asset, an Istisna'a Asset, any other *Shari'a*-Compliant Asset that has associated with it an underlying tangible asset or a *Shari'a*-Compliant Investment which has a Fair Market Value at all times equal to or greater than its Value and provided that:

(a) in the case of an Mudaraba Real Estate Ijara Asset or a Mudaraba Non-Real Estate Ijara Asset, it is an asset:

(i) in respect of which QIB is entitled to receive payments due to it in respect of the Ijara Contract related to such Ijara Asset;

(ii) in respect of which no party to the related Ijara Contract is in breach of its payment obligations under that Ijara Contract or any documents associated with that Ijara Contract;

(iii) that has been originated or is held or owned by QIB in a manner consistent with its usual credit and origination policies;

(iv) that constitutes legal, valid, binding and enforceable obligations of the obligor under the related Ijara Contract in the jurisdiction in which such obligor is located and the jurisdiction in which any related asset is located;

(v) in respect of which there has not occurred any acceleration or analogous event; and in respect of which the Value of such Ijara Asset is not less than the value of the consideration given for such asset as at the date upon which the relevant asset becomes part of the Mudaraba Portfolio; or

(b) in the case of a Mudaraba Istisna'a Asset, it is an asset in respect of which the Value of such Istisna'a Asset is not less than the value of the considerations given for such Mudaraba Istisna'a Asset as at the date upon which the relevant Mudaraba Istisna'a Asset becomes part of the Mudaraba Portfolio; or

(c) in the case of any other *Shari'a*-Compliant Asset that has associated with it an underlying tangible asset or a *Shari'a*-Compliant Investment, it is an asset in respect of which the Value of such *Shari'a*-Compliant Asset or *Shari'a*-Compliant Investment, as the case may be, is not less than the value of the consideration given for such *Shari'a*-Compliant Asset or *Shari'a*-Compliant Investment, as the case may be, as at the date the *Shari'a*-Compliant Asset becomes part of the Mudaraba Portfolio;

"**Eligible Wakala Asset**" means, in respect of each Series, an Income Generating Asset:

(a) which has been originated or is held or owned by the Seller in a manner consistent with its usual credit and origination policies;

(b) which constitutes legal, valid, binding and enforceable obligations of the obligor thereof in the jurisdiction in which such obligor is located and the jurisdiction in which any related asset is located;

(c) in respect of which the obligor is not in breach of its payment obligations under any documents associated with that Income Generating Asset;

(d) in respect of which the Seller is entitled to receive all payments due to it in respect of such Income Generating Asset;

(e) in respect of which there has not occurred any acceleration or analogous event; and

(f) which is capable of being sold and transferred to the Purchaser by the Seller in accordance with the terms set out in the Master Wakala Purchase Agreement;

"**Euroclear**" has the meaning given to it in Condition 2(a) (*Form, Denomination and Title – Form and Denomination*);

"**Exercise Notice**" means (as the context requires) an exercise notice delivered or to be delivered in connection with any Purchase Undertaking or Sale Undertaking;

"**Exercise Price**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Expected Mudaraba Profit**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Expected Wakala Portfolio Income Revenues**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Extraordinary Resolution**" has the meaning given to it in schedule 4 (Provisions for Meetings of Certificateholders) to the Master Declaration of Trust;

"**Fair Market Value**" means, at any time, with respect to any Mudaraba Asset, the value as determined by the Mudarib (acting reasonably): (i) in respect of a Mudaraba Asset other than a

Shari'a-Compliant Investment that would be paid for such Mudaraba Asset in an arm's length transaction between an independent, informed and willing seller under no compulsion to sell or otherwise dispose and an independent, informed and willing buyer under no compulsion to buy or otherwise acquire; and (ii) in respect of a *Shari'a*-Compliant Investment, the principal amount of such *Shari'a*-Compliant Investment if it was redeemed by the Mudarib;

"**Final Liquidation Proceeds**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**First Mudaraba Income Distribution Date**" has the meaning given to it in the relevant Restricted Mudaraba Contract;

"**First Periodic Distribution Date**" has the meaning given to it in the applicable Final Terms;

"**Fixed Amount**" has the meaning given to it in the applicable Final Terms;

"**Fixed Periodic Distribution Provisions**" has the meaning given to it in Condition 8(a) (*Fixed Periodic Distribution Provisions – Application*);

"**Floating Periodic Distribution Provisions**" has the meaning given to it in Condition 9(a) (*Floating Periodic Distribution Provisions – Application*);

"**Ijara Asset**" means a Non-Real Estate Ijara Asset or a Real Estate Ijara Asset, as applicable;

"**Ijara Contract**" means a Non-Real Estate Ijara Contract or a Real Estate Ijara Contract, as applicable;

"**Income Generating Assets**" means:

(a) Ijara Assets;

(b) Istisna'a Assets;

(c) Murabaha Receivables; and/or

(d) any other *Shari'a*-Compliant Assets (excluding any Vehicle Financing Asset and any real estate asset not located in a Designated Area) originated, held or owned by the Seller and including the income generated therefrom and any agreements or documents in relation to such assets;

"**Initial Mudaraba Asset**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Initial Mudaraba Portfolio**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Initial Wakala Asset**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Initial Wakala Portfolio**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Issue Date**" has the meaning given to it in the applicable Final Terms;

"**Issue Price**" has the meaning given to it in the applicable Final Terms;

"**Istisna'a Asset**" means a Mudaraba Istisna'a Asset or a Wakala Istisna'a Asset as applicable;

"**Liability**" means, in respect of any person, any actual loss, damage, cost, charge, award, claim, demand, expense, judgment, action, proceeding or other liability whatsoever and including any value added tax or similar tax charged or chargeable in respect of any sums referred to in this definition and legal or other fees and expenses on a full indemnity basis and references to "**Liabilities**" shall mean all of these;

"**Management Liabilities Amount**" means, in respect of each Series, the amount of any claims, losses, costs and expenses properly incurred or suffered by the Managing Agent in providing the Services, and any other payments made by the Managing Agent on behalf of the Trustee, in all cases excluding the Liquidity Facility;

"**Margin**" has the meaning given to it in the applicable Final Terms;

"**Mudaraba Account**" means the ledger account maintained by the Rabb-al-Maal with the Mudarib to give effect to the terms of the Master Restricted Mudaraba Agreement and for the investment of the Mudaraba Capital into Mudaraba Assets from time to time;

"**Mudaraba Asset**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba Capital**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba End Date**" means, in relation to a Restricted Mudaraba Contract, the Dissolution Date of the Series to which such Restricted Mudaraba Contract relates, as specified in the Mudaraba Investment Plan for that Series;

"**Mudaraba Income Distribution Date**" means, in relation to a Restricted Mudaraba Contract, during the period from the Issue Date to the Mudaraba End Date, the dates set out in such Restricted Mudaraba Contract for distribution of Mudaraba Profit, subject to, if applicable, adjustment in accordance with the relevant Business Day Convention;

"**Mudaraba Income Distribution Period**" means, in relation to a Restricted Mudaraba Contract, the period beginning on (and including) the Issue Date and ending on (but excluding) the First Mudaraba Income Distribution Date and each successive period beginning on (and including) a Mudaraba Income Distribution Date and ending on (but excluding) the next succeeding Mudaraba Income Distribution Date;

"**Mudaraba Investment Plan**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba Istisna'a Asset**" means an *istisna'a* asset: (i) which is under construction; and (ii) in respect of which QIB has entered into a *Shari'a*-Compliant forward lease or other *Shari'a*-compliant financing arrangement;

"**Mudaraba Non-Real Estate Ijara Asset**" means a non-real estate asset (including any asset relating to vehicle financings) in relation to which QIB has entered into a Non-Real Estate Ijara Contract (including any ancillary rights under such contract);

"**Mudaraba Percentage**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba Portfolio**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba Portfolio Principal Revenues**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Mudaraba Profit**" means, in relation to each Mudaraba Income Distribution Period, the profit (if any) earned from the investment of the Mudaraba Capital by the Mudarib, being an amount equal to all revenues received in respect of the Mudaraba Assets during such Mudaraba Income Distribution Period, minus the aggregate of:

(a) the Mudaraba Portfolio Principal Revenues received during that Mudaraba Income Distribution Period;

(b) any costs (consisting of direct costs and allocated costs) and/or provisions associated with the Mudaraba Assets during the Mudaraba Term; and

(c) any Taxes incurred in connection with the Master Restricted Mudaraba Agreement or that Restricted Mudaraba Contract (including in connection with any transfer, sale or disposal of any Mudaraba Asset during the Mudaraba Term) but excluding the Mudarib's obligations (if any) to pay any Taxes or additional amounts under, or in connection with, Condition 12 (*Taxation*);

"**Mudaraba Real Estate Ijara Asset**" means a real estate asset in relation to which QIB or any person as agent on its behalf has entered into a Real Estate Ijara Contract (including any ancillary rights under such contract);

"**Mudaraba Reserve Account**" has the meaning given to it in Condition 6(f) (*Trust – Operation of Mudaraba Reserve Account*);

"**Mudaraba Tangibility Ratio**" means, at any time, the ratio of: (i) the aggregate of the Value of the tangible assets comprising a Mudaraba Portfolio to (ii) the aggregate of the Value of that Mudaraba Portfolio and any Mudaraba Portfolio Principal Revenues received in respect of such Mudaraba Portfolio and not re-invested in accordance with the terms of the Master Restricted Mudaraba Agreement, expressed as a percentage;

"**Mudaraba Term**" means, in relation to a Restricted Mudaraba Contract, the period commencing on the relevant Issue Date and ending on the Mudaraba End Date of that Restricted Mudaraba Contract;

"**Murabaha Contract**" means a contract relating to the sale of commodities or goods on a cost plus basis;

"**Murabaha Receivables**" means receivables arising under a Murabaha Contract (and includes any ancillary rights under such contract);

"**Non-Real Estate Ijara Asset**" means a Mudaraba Non-Real Estate Ijara Asset or a Wakala Non-Real Estate Ijara Asset, as applicable;

"**Non-Real Estate Ijara Contract**" means: (i) a lease *ijara* contract entered into by QIB or any person as agent on its behalf (the "**Lessor**") and a person (the "**Lessee**") pursuant to which the Lessor leases a non-real estate asset to the Lessee, and in respect of which payments are due from the Lessee to the Lessor; or (ii) any arrangement similar in economic effect to that described in subparagraph (i);

"**Optional Dissolution Date**" means, in relation to the exercise of an Optional Dissolution Right, the date specified as such in the Exercise Notice delivered by QIB to the Trustee, which:

(a) if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, must be a Periodic Distribution Date; and

(b) must be not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms after the date on which the Exercise Notice is delivered to the Trustee;

"**Optional Dissolution Right**" means the right specified in Condition 11(c) (*Capital Distributions of the Trust – Dissolution at the Option of QIB*);

"**Payment Business Day**" means a day on which banks in the relevant place of surrender of any Certificate are open for presentation and payment of registered securities and for dealings in foreign currencies; and in the case of payment by transfer to an account, if the currency of payment is euro, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Business Centre; or if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Business Centre;

"**Periodic Distribution Amount**" has the meaning given to it in Condition 8(b) (*Fixed Periodic Distribution Provisions – Periodic Distribution Amount*) or Condition 9(b) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*), as specified in the applicable Final Terms;

"**Periodic Distribution Date**" has the meaning given to it in Condition 8(d) (*Fixed Periodic Distribution Provisions – Payment in Arrear*) or Condition 9(b) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*);

"**Periodic Distribution Determination Date**" means, with respect to a Rate and Return Accumulation Period, the date specified in the applicable Final Terms or, if none is so specified, (i) the first day of such Return Accumulation Period, if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Return Accumulation Period, if the Specified Currency is neither Sterling nor euro, or (iii) the day falling two TARGET Business Days prior to the first day of such Return Accumulation Period, if the Specified Currency is euro;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Potential Dissolution Event**" means any condition, event or act which, with the giving of notice, lapse of time, declaration, demand, determination or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event;

"**Potential QIB Event**" means any condition, event or act which, with the giving of notice, lapse of time, declaration, demand, determination or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a QIB Event;

"**Proceedings**" has the meaning given to it in Condition 22 (*Governing Law and Arbitration*);

"**Proceeds**" means the proceeds of the issuance of a Series of Certificates;

"**Programme Agreement**" means the programme agreement between the Trustee, QIB and the Dealers named therein dated the date of the Master Declaration of Trust;

"**Purchaser**" means the Trustee in its capacity as purchaser under the Master Wakala Purchase Agreement;

"**QIB Event**" has the meaning given to it in Condition 15 (*Dissolution Events*);

"**Rate**" means, in relation to a particular Series, the rate or rates (expressed as a per cent. per annum) specified in the applicable Final Terms for such Series and calculated or determined in accordance with these Conditions and/or the applicable Final Terms;

"**Rating Agency**" means any of the following: (i) Fitch Ratings Ltd.; (ii) Standard & Poor's Credit Services Europe Limited; or (iii) any other rating agency of equivalent international standing specified from time to time by QIB and, in each case, their respective successors or affiliates;

"**Real Estate Ijara Asset**" means a Mudaraba Real Estate Ijara Asset or a Wakala Real Estate Ijara Asset, as applicable;

"**Real Estate Ijara Contract**" means: (i) a lease *ijara* contract entered into by QIB or any person as agent on its behalf (the "**Lessor**") and a person (the "**Lessee**") pursuant to which the Lessor leases a real estate asset to the Lessee, and in respect of which payments are due from the Lessee to the Lessor; or (ii) any arrangement similar in economic effect to that described in subparagraph (i), including, for the avoidance of doubt, a forward lease *ijara* contract where the relevant real estate asset has been delivered to, or to the order of, the lessee;

"**Record Date**" has the meaning given to it in Condition 10(a) (*Payment – Payments in respect of Certificates*);

"**Reference Banks**" means the principal London office of each of four major banks engaged in the London inter-bank market selected by or on behalf of the Calculation Agent (in consultation with QIB), provided that once a Reference Bank has first been selected by the Calculation Agent or its duly appointed representative, such Reference Bank shall not be changed unless it ceases to be capable of acting as such;

"**Reference Rate**" means one of the following benchmark rates (as specified in the applicable Final Terms) in respect of the currency and period specified in the applicable Final Terms:

(a) Euro-Zone interbank offered rate ("**EURIBOR**");

(b) London interbank bid rate ("**LIBID**");

(c) London interbank offered rate ("**LIBOR**");

(d) London interbank mean rate ("**LIMEAN**");

(e) Shanghai interbank offered rate ("**SHIBOR**");

(f) Hong Kong interbank offered rate ("**HIBOR**");

(g) Singapore interbank offered rate ("**SIBOR**");

(h) Emirates interbank offered rate ("**EIBOR**");

(i) Saudi Arabia interbank offered rate ("**SAIBOR**");

(j) Australia Bank Bill Swap ("**BBSW**");

(k) Australian dollar LIBOR ("**AUD LIBOR**")

(l) Japanese Yen LIBOR ("**JPY LIBOR**");

(m) Prague interbank offered rate ("**PRIBOR**");

(n) CNH Hong Kong interbank offered rate ("**CNH HIBOR**");

(o) Turkish Lira interbank offered rate ("**TRLIBOR**" or "**TRYLIBOR**");

(p) Tokyo interbank offered rate ("**TIBOR**");

(q) British pound sterling LIBOR ("**GBP LIBOR**");

(r) Swiss franc LIBOR ("**CHF LIBOR**");

(s) Canadian dollar LIBOR ("**CAD LIBOR**");

(t) New Zealand dollar LIBOR ("**NZD LIBOR**");

(u) Danish krone LIBOR ("**DKK LIBOR**");

(v) Swedish krona LIBOR ("**SEK LIBOR**");

(w) Mumbai interbank offered rate ("**MIBOR**");

(x) New Zealand bank bill benchmark ("**BKBM**");

(y) Kuala Lumpur interbank offered rate ("**KLIBOR**"); and

(z) Karachi interbank offered rate ("**KIBOR**");

"**Register**" has the meaning given to it in Condition 2(a) (*Form, Denomination and Title – Form and Denomination*);

"**Regular Period**" means:

(a) in the case of Certificates where Periodic Distribution Amounts are scheduled to be paid only by means of regular payments, each period from and including the Return Accrual Commencement Date to but excluding the first Periodic Distribution Date and each successive period from and including one Periodic Distribution Date to but excluding the next Periodic Distribution Date;

(b) in the case of Certificates where, apart from the first Return Accumulation Period, Periodic Distribution Amounts are scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Periodic Distribution Date falls; and

(c) in the case of Certificates where, apart from one Return Accumulation Period other than the first Return Accumulation Period, Periodic Distribution Amounts are scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Periodic Distribution Date falls other than the Periodic Distribution Date falling at the end of the irregular Return Accumulation Period;

"**Relevant Date**" has the meaning given to it in Condition 12 (*Taxation*);

"**Relevant Jurisdiction**" has the meaning given to it in Condition 12 (*Taxation*);

"**Relevant Powers**" has the meaning given to it in Condition 20 (*The Delegate*);

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any successor or replacement page, section, caption, column or other part of a particular information service);

"**Required Amount**" means, in relation to a Periodic Distribution Date, the aggregate of the amounts described in paragraphs (i), (ii) and (iii) of Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*) and, in relation to a Dissolution Date, the aggregate of the amounts described in paragraphs (i), (ii), (iii) and (iv) of Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*);

"**Return Accumulation Period**" means the period from (and including) a Periodic Distribution Date (or, in the case of the first Return Accumulation Period, the Issue Date) to (but excluding) the next (or, in the case of the first Return Accumulation Period, the first) Periodic Distribution Date;

"**Rules**" has the meaning given to it in Condition 22 (*Governing Law and Arbitration*);

"**Sale Agreement**" means any sale agreement entered into in connection with the Purchase Undertaking Deed or the Sale Undertaking Deed;

"**Scheduled Dissolution Date**" means, in respect of each Series, the date specified as such in the applicable Final Terms;

"**Seller**" means QIB in its capacity as seller under the Master Wakala Purchase Agreement;

"**Services**" means the services agreed to be provided by the Managing Agent in accordance with the Wakala Investment Plan under and pursuant to the Management Agreement;

"***Shari'a***" means the *Shari'a* as interpreted by the *Shari'a* Board;

"***Shari'a* Board**" means the *Shari'a* Supervisory Board of QIB from time to time;

"***Shari'a*-Compliant Asset**" means a tangible *Shari'a*-compliant asset, other than a Real Estate Ijara Asset or a Non-Real Estate Ijara Asset originated, held or owned by QIB, including the income generated therefrom and any agreements or documents in relation thereto;

"***Shari'a*-Compliant Investment**" means a *Shari'a*-compliant deposit with QIB;

"**Shortfall**" has the meaning given to it in Condition 6(e) (*Trust – Operation of Wakala Reserve Account*);

"**Specified Currency**" has the meaning given to it in the applicable Final Terms;

"**Specified Denomination(s)**" has the meaning given to it in the applicable Final Terms;

"**sub-unit**" has the meaning given to it in Condition 8(c) (*Fixed Periodic Distribution Provisions – Determination of Periodic Distribution Amount*);

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"):

(a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

(b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"**Sukuk Assets**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**TARGET Settlement Day**" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET or TARGET 2) (the "**TARGET System**") is open;

"**Tax Event**" has the meaning given to it in Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*);

"**Tax Redemption Date**" means the date specified as such in the Exercise Notice delivered by QIB to the Trustee and:

(a) if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, must be a Periodic Distribution Date; and

(b) must be not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms after the date on which the Exercise Notice is delivered to the Trustee.

"**Taxes**" has the meaning given to it in Condition 12 (*Taxation*);

"**Transaction Account**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Transaction Contract**" means any contract (other than a Transaction Document) in connection with the Mudaraba Assets or the Wakala Assets entered into or to be entered into by any Transaction Party;

"**Transaction Documents**" means, in relation to each Series, the Master Restricted Mudaraba Agreement; the relevant Restricted Mudaraba Contract; the Management Agreement; the Master Wakala Purchase Agreement; each Supplemental Purchase Contract; the Purchase Undertaking Deed; the Sale Undertaking Deed; any Sale Agreement which may be entered into as a result of exercise of rights under the Purchase Undertaking Deed or the Sale Undertaking Deed; the Redemption Undertaking Deed; the Wakala Asset Substitution Undertaking Deed; the Master Declaration of Trust; each Supplemental Declaration of Trust; the Agency Agreement and the relevant Certificates;

"**Transaction Party**" means any person (other than QIB) which is or will become a party to any Transaction Contract;

"**Trust Assets**" has the meaning given to it in Condition 6(b) (*Trust – Trust Assets*);

"**Trustee Administrator**" means MaplesFS Limited;

"**Value**" means:

(a) (1) in respect of a Mudaraba Asset, the amount in each case as determined by QIB on the relevant date as equal to: (i) in the case of an Istisna'a Asset, the aggregate of all outstanding fixed rental amounts payable by the relevant Transaction Party to QIB under the relevant forward lease contract; (ii) in the case of an Ijara Asset, the aggregate of all outstanding fixed rental instalment amounts payable by the relevant Transaction Party to QIB in relation to such Ijara Asset; or (iii) in the case of a *Shari'a*-Compliant Investment or a *Shari'a*-Compliant Asset, the outstanding face amount or principal value then outstanding of that *Shari'a*-Compliant Investment or *Shari'a*-Compliant Asset, as the case may be; and (2) in respect of the relevant Mudaraba Portfolio, the aggregate of the amounts determined under (i), (ii) and (iii) in respect of the Mudaraba Assets comprising the Mudaraba Portfolio on such date; and

(b) (1) in respect of any Wakala Asset, the amount determined on the relevant date as equal to: (i) in the case of an Istisna'a Asset, the aggregate of all outstanding fixed rental amounts payable by the relevant Transaction Party to QIB under the relevant forward lease contract; (ii) in the case of an Ijara Asset, the aggregate of all outstanding fixed rental instalment amounts payable by the relevant Transaction Party to QIB in relation to such Ijara Asset; (iii) in the case of a Wakala Asset comprising Murabaha Receivables under a Murabaha Contract, the outstanding face amount or par value then outstanding of such Murabaha Contract on such date; or (iv) in the case of any other income generating *Shari'a*-Compliant Asset that is a Wakala Asset, the outstanding face amount or par value then outstanding of that *Shari'a*-Compliant Asset on such date; and (2) in respect of the relevant Wakala Portfolio, the aggregate of the amounts determined under sub-paragraphs (i), (ii), (iii) and (iv) in respect of the Wakala Assets comprising the Wakala Portfolio on such date;

"**Vehicle Financing Asset**" means an asset comprising a vehicle which, pursuant to Law No. (19) of 2007, may not be registered in the name of a foreign entity and includes the rights in respect of any financing of such vehicle;

"**Wakala Asset**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Wakala Investment Plan**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Wakala Istisna'a Asset**" means an *istisna'a* asset (i) which is under construction; (ii) in respect of which QIB has entered into a *Shari'a*-Compliant forward lease or other *Shari'a*-compliant financing arrangement; and (iii) which is located in a Designated Area;

"**Wakala Non-Real Estate Ijara Asset**" means a non-real estate asset, excluding any Vehicle Financing Assets, in relation to which QIB or any person as agent on its behalf has entered into a Non-Real Estate Ijara Contract (including any ancillary rights under such contract;

"**Wakala Percentage**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Wakala Portfolio**" has the meaning given to it in Condition 6(a) (*Trust – Summary of the Trust*);

"**Wakala Portfolio Income Revenues**" means Wakala Portfolio Revenues other than Wakala Portfolio Principal Revenues;

"**Wakala Portfolio Principal Revenues**" means Wakala Portfolio Revenues in the nature of capital or principal payments in respect of the relevant Wakala Assets;

"**Wakala Portfolio Revenues**" means, in respect of each Series, all rental, sale proceeds or consideration, damages, insurance proceeds, compensation or other sums received by the Managing Agent in whatever currency in connection with the relevant Wakala Assets;

"**Wakala Real Estate Ijara Asset**" means a real estate asset located in a Designated Area in relation to which QIB or any person as agent on its behalf has entered into a Real Estate Ijara Contract (including any ancillary rights under such contract);

"**Wakala Reserve Account**" has the meaning given to it in Condition 6(d) (*Trust – Operation of Collection Account (Wakala Assets)*); and

"**Wakala Tangibility Ratio**" means, at any time, the ratio of: (i) the aggregate of the Value of the tangible assets comprising a Wakala Portfolio to (ii) the aggregate of the Value of that Wakala Portfolio and any Wakala Portfolio Principal Revenues received in respect of such Wakala Portfolio and not re-invested in accordance with the terms of the Management Agreement, expressed as a percentage.

All references in these Conditions to "**U.S. dollars**", "**USD**", "**U.S.$**" and "**$**" are to the lawful currency of the United States of America. All references to "**euro**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Union, as amended.

2 Form, Denomination and Title

(a) Form and Denomination

The Certificates are issued in registered form in the Specified Denomination(s). A Certificate will be issued to each Certificateholder in respect of its registered holding of Certificates. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Certificateholders (the "**Register**") which the Trustee will cause to be kept by the Registrar outside the Cayman Islands and the United Kingdom in accordance with the provisions of the Agency Agreement.

Upon issue, Certificates will be represented by beneficial interests in one or more Global Certificates, in fully registered form, which will be deposited with, and registered in the name of a nominee for, a common depositary for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"). Ownership interests in

Global Certificates will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg (as applicable), and their respective participants.

References to Euroclear and Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

(b) Title

Title to the Certificates passes only by registration in the Register. Subject to the terms of any relevant Global Certificate and/or the definition of "**Certificateholders**", the registered holder of any Certificate will (except as otherwise required by law) be treated as the absolute owner of the Certificates represented by the Certificate for all purposes (whether or not any payment thereon is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate) and no person will be liable for so treating the holder of any Certificate. The registered holder of a Certificate will be recognised by the Trustee as entitled to his Certificate free from any equity, set-off or counterclaim on the part of the Trustee against the original or any intermediate holder of such Certificate.

The Trustee and the Delegate may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to any Certificateholder by reason only of either having accepted as valid or not having rejected an original certificate or letter of confirmation purporting to be signed on behalf of Euroclear or Clearstream, Luxembourg or any other relevant clearing system to the effect that at any particular time or throughout any particular period any particular person is, was or will be shown in its records as having a particular nominal amount of Certificates credited to his or her securities account.

3 Transfers of Certificates

(a) Transfers

Subject to Condition 3(d) (*Transfers of Certificates – Closed Periods*), Condition 3(e) (*Transfers of Certificates – Regulations*), the limitations as to transfer set out in Condition 2(b) (*Form, Denomination and Title – Title*) and the provisions of the Agency Agreement, a Certificate may be transferred whole or in an amount equal to the Specified Denomination(s) or any integral multiple thereof by depositing the Certificate, with the form of transfer on the back, duly completed and signed, at the specified office of the Transfer Agent together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the individuals who have executed the forms of transfer.

Transfers of interests in the Certificates represented by a Global Certificate will be effected in accordance with the rules of the relevant clearing system through which the interest is held.

(b) Delivery of New Certificates

Each new Certificate to be issued upon any transfer of Certificates will, within three Business Days of receipt by the Transfer Agent of the duly completed form of transfer endorsed on the relevant Certificate, be mailed by uninsured mail at the risk of the holder entitled to the Certificate to the address specified in the form of transfer. For the purposes of this Condition, "**business day**" shall mean a day on which banks are open for business in the city in which the specified office of the Transfer Agent with whom a Certificate is deposited in connection with a transfer is located.

Where some but not all of the Certificates in respect of which a Certificate is issued are to be transferred, a new Certificate in respect of the Certificates not so transferred will, within five Business Days of receipt by the Transfer Agent of the original Certificate, be mailed by uninsured mail at the risk of the holder of the Certificates not so transferred to the address of such holder appearing on the Register or as specified in the form of transfer.

Except in the limited circumstances described in each Global Certificate, owners of interests in a Global Certificate will not be entitled to receive physical delivery of Certificates.

(c) Formalities Free of Charge

Registration of any transfer of Certificates will be effected without charge on behalf of the Trustee by the Registrar or the Transfer Agent but upon payment (or the giving of such indemnity as the Trustee, Registrar or Transfer Agent may reasonably require) by the transferee in respect of any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer.

(d) Closed Periods

No Certificateholder may require the transfer of a Certificate to be registered during the period of 15 days ending on (and including) the due date for any payment of the Dissolution Amount or any Periodic Distribution Amount (as defined in Condition 8(b) (*Fixed Periodic Distribution Provisions – Periodic Distribution Amount*) or Condition 9(b) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*), as specified in the applicable Final Terms) or any other date on which payment of the face amount or payment of any profit in respect of a Certificate falls due as specified in the applicable Final Terms.

(e) Regulations

All transfers of Certificates and entries on the Register will be made subject to the detailed regulations concerning transfers of Certificates scheduled to the Master Declaration of Trust. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Certificateholder who requests in writing a copy of such regulations.

Unless otherwise requested by him, each Certificateholder shall be entitled to receive, in accordance with Condition 2(b) (*Form, Denomination and Title – Title*), only one Certificate in respect of his or her entire holding of Certificates. In the case of a transfer of a portion of the face amount of a Certificate, a new Certificate in respect of the balance of the Certificates not transferred will be issued to the transferor in accordance with Condition 3(b) (*Transfers of Certificates – Delivery of New Certificates*).

4 Status and Limited Recourse

(a) Status

Each Certificate will represent an undivided ownership interest in the relevant Trust Assets (pursuant to the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust) and will be a limited recourse obligation of the Trustee. Each Certificate will rank *pari passu*, without preference or priority, with all other Certificates of the relevant Series issued under the Programme.

(b) Limited Recourse

The proceeds of the relevant Trust Assets are the sole source of payments on the Certificates of each Series. The Certificates do not represent an interest in or obligation of any of the Trustee (other than in respect of the relevant Trusts Assets), the Delegate, QIB (to the extent that it fulfils its obligations under the Transaction Documents to which it is a party), any of the Agents or any of their respective affiliates. The net proceeds of the enforcement with respect to the relevant Trust Assets may not be sufficient to make all payments due in respect of the Certificates. If, following distribution of such proceeds, there remains a shortfall in payments due under the Certificates, subject to Condition 16 (*Enforcement and Exercise of Rights*), Certificateholders will not have any claim against the Trustee (and/or its directors, officers or shareholders), QIB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), the Delegate, the Agents or any of their respective affiliates, or against any of their respective assets (other than the relevant Trust Assets) in respect of such shortfall and any unsatisfied claims of the Certificateholders shall be extinguished. In particular, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of the Trustee (and/or its directors), QIB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), the Delegate, the Agents or any of their respective affiliates as a consequence of such shortfall or otherwise.

QIB is obliged to make payments under the relevant Transaction Documents to which it is a party directly to the Trustee, the Delegate (on its own behalf or acting in the name and on behalf of the Trustee) and/or the Agents. The Delegate will, as delegate of the Trustee for the

Certificateholders, have direct recourse against QIB to recover payments due to the Trustee from QIB pursuant to such Transaction Documents. Neither the Trustee nor the Delegate shall be liable for the late, partial or non-recovery of any such payments from QIB save in the case of its wilful default, actual fraud or gross negligence.

(c) Agreement of Certificateholders

Notwithstanding anything to the contrary contained in these Conditions or any Transaction Document but without prejudice to Condition 15 (*Dissolution Events*):

(i) no payment of any amount whatsoever shall be made by any of the Trustee, the Delegate (acting in the name and on behalf of the Trustee) or any of their respective agents on their behalf except to the extent funds are available therefor from the relevant Trust Assets;

(ii) no recourse shall be had for the payment of any amount owing hereunder or under any relevant Transaction Document, whether for the payment of any fee, indemnity or other amount hereunder or any other obligation or claim arising out of or based upon the Transaction Documents, against the Trustee (and/or its directors, officers, administrators or shareholders), the Delegate, any Agent or any of their respective agents or affiliates to the extent the relevant Trust Assets have been exhausted following which all obligations of the Trustee, the Delegate, any Agent and their respective agents or affiliates shall be extinguished;

(iii) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, each Certificateholder will not institute against, or join with any other person in instituting against, the Trustee any bankruptcy, reorganisation, arrangement or liquidation proceedings or other proceedings under any bankruptcy or similar law;

(iv) no recourse under any obligation, covenant or agreement contained in any Transaction Document shall be had against any shareholder, member, officer, agent or director of the Trustee, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise. The obligations of the Trustee under the Transaction Documents to which it is a party are corporate or limited liability obligations of the Trustee and no personal liability shall attach to or be incurred by the shareholders, members, officers, agents, directors or corporate services providers of the Trustee save in the case of their wilful default or actual fraud. Reference in these Conditions to wilful default or actual fraud means a finding to such effect by a court of competent jurisdiction in relation to the conduct of the relevant party; and

(v) each Certificateholder shall not be entitled to claim or exercise any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Certificate. No collateral is or will be given for the payment obligations under the Certificates (without prejudice to the negative pledge provisions described in Condition 5 (*Negative Pledge*)).

5 Negative Pledge

QIB undertakes in the Purchase Undertaking Deed that, so long as any Certificate remains outstanding, QIB shall not, and shall procure that none of its Material Subsidiaries will create or have outstanding any Security Interest, other than a Permitted Security Interest, upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness of QIB or any Guarantee (by QIB) of any Relevant Indebtedness of others, without: (a) at the same time or prior thereto according to the Certificates the same security as is created or subsisting to secure any such Relevant Indebtedness or any Guarantee in respect of such Relevant Indebtedness; or (b) providing such other Security Interest for the Certificates as: (i) the Delegate shall in its absolute discretion deem not materially less beneficial to the interests of the Certificateholders; or (ii) as may be approved by an Extraordinary Resolution of Certificateholders.

In this Condition 5 (*Negative Pledge*):

"**Guarantee**" means, in relation to any Indebtedness or Relevant Indebtedness of any person, any obligation of another person to pay such Indebtedness or Relevant Indebtedness following demand or claim on that person including (without limitation):

(a) any obligation to purchase such Indebtedness or Relevant Indebtedness;

(b) any obligation to extend financing, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness or Relevant Indebtedness;

(c) any indemnity against the consequences of a default in the payment of such Indebtedness or Relevant Indebtedness; and

(d) any other agreement to be responsible for such Indebtedness or Relevant Indebtedness;

"**Indebtedness**" means any present or future indebtedness of any person for or in respect of any money borrowed or raised including (without limitation) any borrowed money or liability arising under or in respect of any acceptance or acceptance credit or evidenced by any notes, bonds, debentures, debenture stock, loan stock or other securities or any monies raised under any transaction having the commercial effect of borrowing or raising money;

"**Material Subsidiary**" means, at any time, any Subsidiary:

(a) whose total assets (consolidated, in the case of a Subsidiary which itself has Subsidiaries) exceed 5 per cent. of the consolidated total assets of QIB and its Subsidiaries; or

(b) whose revenues (consolidated, in the case of a Subsidiary which itself has Subsidiaries) exceed 5 per cent. of the consolidated net operating revenues of QIB and its Subsidiaries.

For the purposes of this definition:

(i) for the purpose of determination of the thresholds set forth in paragraphs (a) and (b) above at any given time, the assets and revenues of the relevant Subsidiary will be determined from the then latest available (if applicable, consolidated) annual or semi-annual financial statements, as the case may be, of such relevant Subsidiary, and the consolidated total assets and consolidated net operating revenues of QIB will be determined from the then latest available annual or semi-annual financial statements, as the case may be, of QIB; and

(ii) upon a Material Subsidiary transferring all or substantially all of its assets to another Subsidiary, the transferor shall cease to be a Material Subsidiary on the effective date of such transfer and thereupon the transferee shall be deemed to be a Material Subsidiary until the next date of determination of the thresholds set forth in paragraphs (a) and (b) above with respect to such Subsidiary;

"**Non-recourse Project Financing**" means any financing of all or part of the costs of the acquisition, construction or development of any project, provided that: (i) any Security Interest given by QIB or the relevant Material Subsidiary, as the case may be, is limited solely to assets of the project, (ii) the person providing such financing expressly agrees to limit its recourse to the project financed and the revenues derived from such project as the principal source of repayment for the monies advanced and (iii) there is no other recourse to QIB or the relevant Material Subsidiary, as the case may be, in respect of any default by any person under the financing;

"**Permitted Security Interest**" means:

(a) any Security Interest securing any Relevant Indebtedness of a person existing at the time that such person is merged into, or consolidated with QIB or the relevant Material Subsidiary, as the case may be, provided that such Security Interest was not created in contemplation of such merger or consolidation and does not extend to any other assets or property of QIB or the relevant Material Subsidiary, as the case may be;

(b) any Security Interest existing on any property or assets prior to the acquisition thereof by QIB or the relevant Material Subsidiary, as the case may be, provided that such Security Interest was not created in contemplation of such acquisition and does not extend to other assets or property of QIB or the relevant Material Subsidiary, as the case may be (other than proceeds of such acquired assets or property), and provided that the maximum amount of Relevant Indebtedness thereafter secured by such Security Interest does not exceed the purchase price of such property or the Relevant Indebtedness incurred solely for the purpose of financing the acquisition of such property; or

(c) any renewal of or substitution for any Security Interest permitted by any of paragraphs (a) to (b) (inclusive) of this definition, provided that with respect to any such Security Interest the principal amount secured has not increased and the Security Interest has not been extended to any additional assets (other than the proceeds of such assets);

"**Relevant Indebtedness**" means: (i) any Indebtedness, other than Indebtedness incurred in connection with a Non-recourse Project Financing or a Securitisation, which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or are capable of being, quoted, listed, dealt in or traded on any stock exchange, over-the-counter or other securities market; and (ii) any Relevant Sukuk Obligation;

"**Relevant Sukuk Obligation**" means any undertaking or other obligation, other than any undertaking or obligation incurred in connection with a Non-recourse Project Financing or a Securitisation, to pay any money given in connection with the issue of certificates, whether or not in return for consideration of any kind, which for the time being are, or are intended to be or are capable of being, quoted, listed, dealt in or traded on any stock exchange, over-the-counter or other securities market;

"**Securitisation**" means any securitisation of existing or future assets and/or revenues, provided that: (i) any Security Interest given by QIB or the relevant Material Subsidiary, as the case may be, in connection therewith is limited solely to the assets and/or revenues which are the subject of the securitisation; (ii) each person participating in such securitisation expressly agrees to limit its recourse to the assets and/or revenues so securitised as the principal source of repayment for the money advanced or payment of any other liability; and (iii) there is no other recourse to QIB or the relevant Material Subsidiary, as the case may be, in respect of any default by any person under the securitisation;

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction; and

"**Subsidiary**" means any person: (i) in which another person (the parent) holds a majority of the voting rights; or (ii) of which the parent has the right to appoint or remove a majority of the board of directors; or (iii) of which the parent controls a majority of the voting rights, and includes any person which is a Subsidiary of a Subsidiary of the parent.

6 Trust

(a) Summary of the Trust

On each Issue Date:

(i) the Trustee will apply a portion of the Proceeds to purchase, by way of assignment and transfer, the rights, title, interests, benefits and entitlements that QIB may have in a portfolio of (i) Wakala Real Estate Ijara Assets, Wakala Non-Real Estate Ijara Assets, Wakala Istisna'a Assets, Murabaha Receivables and any other *Shari'a*-Compliant Assets (each such asset an "**Initial Wakala Asset**" and the portfolio of such assets being the "**Initial Wakala Portfolio**", and following the Issue Date of a Series, together with any Eligible Wakala Asset which may have been substituted for any Initial Wakala Asset in accordance with the Management Agreement, the Master Wakala Purchase Agreement, the relevant Supplemental Purchase Contract and the Wakala Asset Substitution Undertaking Deed, the "**Wakala Portfolio**" and each asset comprising the Wakala Portfolio, a "**Wakala Asset**");

(ii) the Rabb-al-Maal shall deposit the remainder of the Proceeds into the Mudaraba Account and such amount will constitute the initial capital investment (the "**Mudaraba Capital**") of the Rabb-al-Maal in the restricted *mudaraba* arrangement (the "**Restricted Mudaraba**") constituted by a Restricted Mudaraba Contract entered into with the Mudarib in accordance with the terms of the Master Restricted Mudaraba Agreement pursuant to which the Mudarib will purchase an undivided interest in a portfolio of Mudaraba Real Estate Ijara Assets, Mudaraba Non-Real Estate Ijara Assets, Mudaraba Istisna'a Assets, *Shari'a*-Compliant Assets that have associated with them underlying tangible assets and *Shari'a*-Compliant Investments (such assets being the "**Initial Mudaraba Assets**", and the portfolio of such assets being the "**Initial Mudaraba Portfolio**", and following the Issue Date of a Series, together with any Eligible Mudaraba Asset substituted for any Initial Mudaraba Asset, the "**Mudaraba Portfolio**" and each asset comprising the Mudaraba Portfolio, a "**Mudaraba Asset**"), provided that:

(a) on the Issue Date (but not necessarily thereafter), at least 51 per cent. of the aggregate of the Value of: (i) the Mudaraba Portfolio; and (ii) the Wakala Portfolio, on such Issue Date shall be derived from Ijara Assets and/or any other *Shari'a*-Compliant Assets that have associated with them underlying tangible assets;

(b) on and following the Issue Date: (1) the Wakala Tangibility Ratio; and (2) the Mudaraba Tangibility Ratio shall be at least 33 per cent.; and

(c) the Trustee will be under an obligation to invest a proportion of the Proceeds of each Series in a Wakala Portfolio in accordance with the terms of the Master Wakala Purchase Agreement and the relevant Supplemental Purchase Contract.

The Wakala Assets and the Mudaraba Assets shall together constitute the "**Sukuk Assets**" for each Series. For each Series, the percentage of the Proceeds used to purchase the Wakala Assets shall be the "**Wakala Percentage**" and the percentage of the Proceeds paid to the Mudarib as the Mudaraba Capital shall be the "**Mudaraba Percentage**" for such Series.

The Managing Agent shall manage the Wakala Portfolio for the benefit of the Trustee pursuant to, and in accordance with, the Management Agreement. Under the Management Agreement, the Managing Agent shall be obliged, in accordance with an investment plan (the "**Wakala Investment Plan**"), to manage the Wakala Asset through the provision of certain services (the "**Services**") including, but not limited to, using its best endeavours to ensure timely receipt of all Wakala Portfolio Revenues and making all reasonable efforts to collect or enforce the collection of such Wakala Portfolio Revenues.

Pursuant to the terms of the Management Agreement, the Managing Agent will maintain a Collection Account in respect of each Series of Certificates. Pursuant to the terms of the Management Agreement, the Managing Agent shall be obliged to maintain separate ledgers in the Collection Account to record: (1) any amount of Wakala Portfolio Principal Revenues received in respect of the Wakala Portfolio; (2) the amount of Wakala Portfolio Income Revenues received in respect of the Wakala Portfolio; and (3) any amount of Wakala Portfolio Income Revenues remaining after deducting amounts payable to the Trustee. All Wakala Portfolio Income Revenues received by the Managing Agent in respect of the Wakala Portfolio of each Series will be credited to the Collection Account and applied by the Managing Agent in accordance with Condition 6(d) (*Trust – Operation of Collection Account (Wakala Assets)*). In particular, Wakala Portfolio Income Revenues received will, after accumulation in the relevant Collection Account during each Return Accumulation Period, up to the Wakala Percentage of the Required Amount, be paid into the Transaction Account and applied (together with amounts credited to the Transaction Account by the Mudarib in accordance with the relevant Restricted Mudaraba Contract), to make periodic distributions in respect of the relevant Series in accordance with Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*).

The Managing Agent is required, under the Management Agreement, to use all Wakala Portfolio Principal Revenues to invest in additional Eligible Wakala Assets, which will form part of the Wakala Portfolio of that relevant Series, provided that:

(i) the Value of such Eligible Wakala Assets are not less than the consideration given for, the purchase price of or the amounts otherwise applied in the acquisition or origination of such assets; and

(ii) such further Eligible Wakala Assets are Eligible Wakala Assets in respect of which the representations and warranties in clause 5.2 (*Representations and Warranties*) of the Master Wakala Purchase Agreement can be given by QIB.

In the event that any Wakala Assets cease to be Eligible Wakala Assets, the Managing Agent shall be obliged to replace the relevant Wakala Assets (and associated contracts) with a Wakala Asset which is an Eligible Wakala Asset, provided that, if sufficient Eligible Wakala Assets are not available for such purpose, the Wakala Portfolio Principal Revenues may be held in the relevant Collection Account until such time as sufficient Eligible Wakala Assets become available.

The Mudarib will invest the Mudaraba Capital in accordance with an investment plan prepared by the Mudarib and contained in the relevant Restricted Mudaraba Contract (the "**Mudaraba Investment Plan**") in Eligible Mudaraba Assets. The Mudaraba Investment Plan will specify, *inter alia*, the expected rate of return in respect of the Mudaraba Assets (the "**Expected Mudaraba Profit**"). The Mudarib will hold and manage the Mudaraba Portfolio for the benefit of the Rabb-al-Maal.

Under the terms of the Master Restricted Mudaraba Agreement, in relation to each Restricted Mudaraba, the Mudarib shall be obliged, among other things, to ensure that the Mudaraba Capital is invested in accordance with the Mudaraba Investment Plan and to monitor, subject to, and in accordance with its usual and standard practices from time to time, on a monthly basis the Value and income generating properties of the Mudaraba Assets and use its best endeavours to manage the Mudaraba Portfolio such that the Value of the relevant Mudaraba Portfolio is, on the Business Day immediately preceding the relevant Dissolution Date, equal to or greater than the relevant Mudaraba Capital. Any payment of Mudaraba Profit shall be made from the profits generated by the Mudaraba Capital in relation to the applicable Mudaraba Contract and the Mudarib shall make profit distributions in relation to a Restricted Mudaraba Contract on each Mudaraba Income Distribution Date in respect of the applicable Mudaraba Income Distribution Period. Payments in respect, or on account, of any Mudaraba Profit will: (i) first be allocated and, in the case of any interest of QIB, distributed on a *pro rata* basis in accordance with any respective ownership interests of (a) QIB and (b) the Mudaraba in the Mudaraba Portfolio; and (ii) following such initial allocation and distribution, allocated in respect of the Mudarib and Rabb-al-Maal's interest in the Mudaraba Profit in accordance with the profit sharing ratio set out in the Master Restricted Mudaraba Agreement and the Rabb-al-Maal's share of such Mudaraba Profit will be paid into the Transaction Account by the Mudarib on such Mudaraba Income Distribution Date. The Mudarib shall be entitled to use for its own account any amounts received in the nature of Mudaraba Profit, provided that such amount shall be repaid when required pursuant to the terms of the Master Restricted Mudaraba Agreement.

On the applicable Mudaraba End Date, any amounts standing to the credit of the Mudaraba Reserve Account after all amounts due under the Certificates of the relevant Series have been satisfied in full shall be paid to the Mudarib as an incentive amount for its performance.

Pursuant to the terms of the Master Restricted Mudaraba Agreement, the Mudarib shall be obliged to maintain separate ledgers to record: (1) any amount of Mudaraba Portfolio Principal Revenues received in respect of the relevant Restricted Mudaraba; (2) the amount of Mudaraba Profit received in respect of the relevant Mudaraba Portfolio which is payable to the Rabb-al-Maal; and (3) any amounts of Mudaraba Profit remaining after deducting amounts payable to the Rabb-al-Maal. The Mudarib will, to the extent possible, use reasonable endeavours to reinvest any amounts received in the nature of principal from Mudaraba Assets in respect of the Mudaraba Portfolio of each Series of Certificates ("**Mudaraba Portfolio Principal Revenues**") in Eligible Mudaraba Assets, in each case in accordance with the terms of the Master Restricted Mudaraba Agreement, the relevant Restricted Mudaraba Contract and the related Mudaraba Investment Plan, provided that the Value of such further Eligible Mudaraba Assets are not less than the consideration given for, the purchase price of or the amounts otherwise applied in the acquisition of such assets provided that, subject to the terms of the Master Restricted Mudaraba Agreement, if sufficient Eligible Mudaraba Assets are not available for such purpose, the Mudaraba Portfolio Principal Revenues may be held in the Mudaraba Account until such time as sufficient Eligible Mudaraba Assets become available.

Upon receipt by the Trustee of a Cancellation Notice, the Trustee acknowledges and agrees that the Mudarib shall transfer on the relevant Cancellation Date to QIB such Mudaraba Assets as selected by the Mudarib in its sole and absolute discretion ("**Cancellation Mudaraba Assets**"), provided that the aggregate Value of such Cancellation Mudaraba Assets shall be no greater than the Mudaraba Percentage of the aggregate face amount of the Cancellation Certificates and provided always that following such transfer, the Mudaraba Tangibility Ratio shall be not less than 33 per cent.

Upon the maturity of a Series or the occurrence of a Dissolution Event:

(a) pursuant to the Purchase Undertaking Deed, the Trustee (or following the occurrence of a Dissolution Event, the Delegate), may exercise its rights under the relevant Purchase Undertaking and require QIB to purchase from the Trustee by way of assignment and transfer the relevant Wakala Portfolio. The price (the "**Exercise Price**") payable by QIB upon exercise of the relevant Purchase Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the Purchase Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Purchase Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity

Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date; and

(b) pursuant to the Master Restricted Mudaraba Agreement, the relevant Restricted Mudaraba will be liquidated and the Mudarib will pay to the Rabb-al-Maal an amount equal to the aggregate of: (i) an amount equal to the Value of the relevant Mudaraba Portfolio on the Mudaraba End Date; plus (ii) any Mudaraba Portfolio Principal Revenues held by the Mudarib in relation to such Restricted Mudaraba Contract at the relevant time that have not yet been invested in further Eligible Mudaraba Assets (the "**Final Liquidation Proceeds**") in accordance with the Master Restricted Mudaraba Agreement and the Restricted Mudaraba Contract; and

(c) pursuant to the Management Agreement, the Managing Agent will pay to the Trustee the amount of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the relevant Series that have not at the relevant time been invested in Eligible Wakala Assets by crediting such amounts to the Transaction Account.

QIB may, in the event of certain tax gross ups being required or, in the event that QIB exercises a call option in relation to a Series (the "**Optional Dissolution Right**") (if applicable to the relevant Series):

(a) pursuant to the Sale Undertaking Deed, exercise its rights under the relevant Sale Undertaking to require the Rabb-al-Maal to sell and transfer the relevant Wakala Portfolio to QIB. The Exercise Price payable by QIB upon exercise of the relevant Sale Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the Sale Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Sale Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date;

(b) pursuant to the Management Agreement, the Managing Agent will pay to the Trustee the amount of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the relevant Series that have not at the relevant time been invested in Eligible Wakala Assets, by crediting such amounts into the Transaction Accounts; and

(c) pursuant to the Master Restricted Mudaraba Agreement, liquidate the relevant Restricted Mudaraba and distribute the Final Liquidation Proceeds in accordance with the Master Restricted Mudaraba Agreement and the Restricted Mudaraba Contract.

Any obligation of the Trustee to repay any amounts advanced pursuant to the Liquidity Facility shall be set-off against payment by QIB of that portion of the Exercise Price under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable) comprising (i) any amounts repayable but unpaid by the Trustee to the Managing Agent under the Liquidity Facility; and (ii) any Management Liabilities Amounts repayable but unpaid by the Trustee to the Managing Agent in accordance with the terms of the Management Agreement.

Pursuant to the Redemption Undertaking Deed, the Trustee will, with respect to each Series, give a Redemption Undertaking in favour of QIB pursuant to which the Trustee undertakes, in the case of the exercise of QIB's rights pursuant to Condition 14(b) (*Purchase and Cancellation of Certificates – Cancellation of Certificates held by QIB and/or any of its Subsidiaries*) and following receipt of a Cancellation Notice, to cancel any relevant Certificates surrendered to it by QIB and/or any of its subsidiaries and to transfer on any Cancellation Date the Cancellation Wakala Assets, the Value of which shall be no greater than the Wakala Percentage of the aggregate outstanding face amount of the Cancellation Certificates.

Pursuant to the Wakala Asset Substitution Undertaking Deed, the Trustee will, with respect to each Series, give a Wakala Asset Substitution Undertaking in favour of QIB pursuant to which the Trustee undertakes, upon receipt of a substitution notice, to transfer certain Wakala Assets to QIB in exchange for the receipt of certain new Wakala Assets from QIB on the condition that the value of the new Wakala Assets is at least equal to the Value of the new Wakala Assets on such date.

(b) Trust Assets

The Trust Assets in respect of a Series will comprise:

(i) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the relevant Sukuk Assets;

(ii) the right, title, interest and benefit, present and future, of the Trustee in, to and under the Transaction Documents (excluding: (i) any representations given by QIB to the Trustee and the Delegate pursuant to any of the Transaction Documents; and (ii) the covenant given to the Trustee pursuant to clause 17.1 (*Remuneration and Indemnification of the Trustee and the Delegate*) of the Master Declaration of Trust);

(iii) all monies standing to the credit of the Transaction Account; and

(iv) any other assets, rights, cash or investments as may be specified in the applicable Final Terms,

and all proceeds of the foregoing.

Pursuant to the Master Declaration of Trust, as supplemented by any relevant Supplemental Declaration of Trust, the Trustee holds the Trust Assets for each Series upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each holder for the relevant Series.

(c) Operation of Transaction Account

For each Series, the Trustee will establish a non-profit bearing transaction account (the "**Transaction Account**") with the Principal Paying Agent into which, among other things: (i) the Mudarib will deposit all amounts of Mudaraba Profit and Final Liquidation Proceeds due to the Rabb-al-Maal in respect of the relevant Series; (ii) the Managing Agent will deposit all amounts of Wakala Portfolio Income Revenues and the Exercise Price due to the Trustee in respect of the relevant Series; and (iii) the Delegate will deposit all the proceeds of any action to enforce the provisions of the Purchase Undertaking Deed and to enforce or realise the relevant Trust Assets taken in accordance with Condition 16 (*Enforcement and Exercise of Rights*).

(d) Operation of Collection Account (Wakala Assets)

Pursuant to the Management Agreement, the Managing Agent shall receive and accumulate all Wakala Portfolio Income Revenues for each Series and shall record the same in the relevant Collection Account. The Managing Agent agrees and acknowledges that any return arising from a Wakala Portfolio shall be recorded by crediting it to the Wakala Reserve Account (as described below). All such Wakala Portfolio Income Revenues standing to the credit of the Collection Account will be applied by the Managing Agent in the following order of priority:

(i) first, in payment of all or any due and payable Management Liabilities Amounts and any amounts due and repayable under the Liquidity Facility;

(ii) second, in payment to the Transaction Account an amount equal to the lesser of the Wakala Percentage of the Required Amount for the corresponding Periodic Distribution Date, as the case may be, and the balance of the Collection Account; and

(iii) the balance of the Collection Account immediately following the payment of the amounts set out in paragraphs (a) and (b) on such day shall be retained by the Managing Agent as a reserve and credited to a reserve account ledger in the name of the Managing Agent (the "**Wakala Reserve Account**").

(e) Operation of Wakala Reserve Account

Pursuant to the Management Agreement, the Managing Agent shall credit any surplus amounts of Wakala Portfolio Income Revenues (if any) to the Wakala Reserve Account in accordance with Condition 6(d)(iii) (*Trust – Operation of Collection Account (Wakala Assets)*). Monies standing to the credit of the Wakala Reserve Account (if any) shall be paid in accordance with this Condition 6(e) (*Trust – Operation of Wakala Reserve Account*). The Managing Agent will be entitled to use amounts standing to the credit of the Wakala Reserve Account for its own account, provided that such amounts shall be repaid by the Managing Agent if so required to fund a shortfall in respect of the relevant Series.

On each Periodic Distribution Date, the Managing Agent will apply any amounts standing to the credit of the Wakala Reserve Account by paying the same into the Transaction Account, towards the aggregate amount of any shortfall between: (i) the amounts standing to the credit of the Transaction Account at such time (after taking into account any payments made or to be made pursuant to the Master Restricted Mudaraba Agreement); and (ii) the Required Amount due on the corresponding Periodic Distribution Date (a "**Shortfall**").

In the event that, on a Dissolution Date, the amount standing to the credit of the Transaction Account following: (i) the liquidation of the relevant Restricted Mudaraba in accordance with the Master Restricted Mudaraba Agreement; (ii) the payment to the Transaction Account of the Exercise Price becoming due and payable under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable); and (iii) the deposit in the Transaction Account by the Managing Agent of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the Series that have not yet as of the Dissolution Date been invested in Eligible Wakala Assets, is less than the Required Amount due on such date, then the Managing Agent may apply any amounts standing to the credit of the Wakala Reserve Account in order to cover such Shortfall.

Upon final termination or dissolution of the Trust as provided in Condition 11 (*Capital Distributions of the Trust*), and provided that all obligations owed by QIB to the Trustee have been met, the Managing Agent shall be entitled to retain the remaining balance (if any) of the Wakala Reserve Account (after any payments into the Transaction Account as provided above) for its own account as an incentive amount.

(f) Operation of Mudaraba Reserve Account

Pursuant to the Master Restricted Mudaraba Agreement, the Mudarib shall credit any excess Mudaraba Profit to a reserve ledger account (the "**Mudaraba Reserve Account**"). Monies standing to the credit of the Mudaraba Reserve Account (if any) shall be paid in accordance with this Condition 6(f) (*Trust – Operation of Mudaraba Reserve Account*). The Mudarib will be entitled to use amounts standing to the credit of the Mudaraba Reserve Account for its own account, provided that such amounts shall be repaid by the Mudarib if so required to fund a Shortfall in respect of the relevant Series.

On each Mudaraba Income Distribution Date, the Mudarib will, after taking into account any payments made or to be made by the Managing Agent pursuant to the Management Agreement, pay amounts equal to amounts standing to the credit of the Mudaraba Reserve Account into the Transaction Account, towards the aggregate amount of any Shortfall.

In the event that, on a Dissolution Date, the amount standing to the credit of the Transaction Account following the liquidation of the relevant Restricted Mudaraba in accordance with the Master Restricted Mudaraba Agreement, the payment to the Transaction Account of the Exercise Price becoming due and payable under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable) and the deposit by the Managing Agent in the Transaction Account of any Wakala Portfolio Principal Revenues in accordance with clause 6.4 of the Management Agreement is less than the Required Amount due on such date, then the Mudarib may utilise any amounts standing to the credit of the Mudaraba Reserve Account in order to cover such Shortfall.

Upon final termination or dissolution of the Trust as provided in Condition 11 (*Capital Distributions of the Trust*), after all amounts due under the Certificates of the relevant Series have been satisfied in full, the Mudarib shall be entitled to retain the remaining balance (if any) of the Mudaraba Reserve Account (after any payments into the Transaction Account as provided above) for its own account as an incentive amount.

(g) Operation of Liquidity Facility

In the event that the amounts standing to the credit of the Mudaraba Reserve Account, when aggregated with the amounts standing to the credit of the Wakala Reserve Account, are insufficient to pay the amounts described in items (i), (ii) and (iii) of Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*) in accordance with Condition 6(h) (*Trust –*

Application of Proceeds from Trust Assets) on any Periodic Distribution Date, the Managing Agent may provide a *Shari'a*-compliant liquidity facility (without recourse to the Sukuk Assets) (the "**Liquidity Facility**") to the Trustee to ensure that in respect of each Series, the Trustee receives no later than the Business Day immediately preceding each Periodic Distribution Date, the full amount payable in accordance with Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*) on such Periodic Distribution Date.

(h) Application of Proceeds from Trust Assets

On each Periodic Distribution Date, any Dissolution Date or on any earlier date specified for the dissolution of the Trust for each Series, the relevant Paying Agent will apply the monies standing to the credit of the Transaction Account in the following order of priority:

(i) first, (to the extent not previously paid) to pay the Delegate all amounts owing to it under the Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Master Declaration of Trust as supplemented by any relevant Supplemental Declaration of Trust;

(ii) second, (to the extent not previously paid) to pay *pro rata* and *pari passu*: (i) the Trustee in respect of all amounts properly incurred and documented (each in the opinion of the Delegate) owing to it under the Transaction Documents in its capacity as Trustee; (ii) the Trustee Administrator in respect of all amounts owing to it under the Transaction Documents and the Corporate Services Agreement in its capacity as Trustee Administrator; and (iii) each Agent in respect of all amounts owing to such Agent on account of its fees, costs, charges and expenses and the payment or satisfaction of any liability properly incurred by such Agent pursuant to the Agency Agreement or the other Transaction Documents in its capacity as Agent;

(iii) third, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due and unpaid;

(iv) fourth, only if such payment is made on a Dissolution Date, to the Principal Paying Agent for application in or towards payment of the Dissolution Amount; and

(v) fifth, only if such payment is made on a Dissolution Date, payment of any residual amount to the Managing Agent as an incentive amount for its performance.

7 Covenants

The Trustee covenants that, among other things, for so long as any Certificate is outstanding (as defined in the Master Declaration of Trust), it shall not:

(i) incur any indebtedness in respect of borrowed money whatsoever, or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) except, in all cases, as contemplated in the Transaction Documents;

(ii) create any Security Interest over any of its present or future indebtedness for borrowed money or upon any of its present or future assets, properties or revenues (other than those arising by operation of law (if any) (other than under or pursuant to any of the Transaction Documents));

(iii) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by Security Interest (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interests in any of the Trust Assets except pursuant to any of the Transaction Documents;

(iv) subject to Condition 19 (*Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination*), amend or agree to any amendment of any Transaction Document to which it is a party (other than in accordance with the terms thereof) or its constitutional documents;

(v) except as provided in the Master Declaration of Trust as supplemented by any relevant Supplemental Declaration of Trust, act as trustee in respect of any trust other than the Trust or in respect of any parties other than the Certificateholders;

(vi) have any subsidiaries or employees;

(vii) redeem any of its shares or pay any dividend or make any other distribution to its shareholders;

(viii) use the proceeds of the issue of the Certificates for any purpose other than as stated in the Transaction Documents;

(ix) prior to the date which is one year and one day after the date on which the relevant trust is dissolved, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or

(x) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents to which it is a party and the Corporate Services Agreement or as expressly permitted or required thereunder or engage in any business or activity other than:

(A) as provided for or permitted in the Transaction Documents;

(B) the ownership, management and disposal of the Trust Assets as provided in the Transaction Documents; and

(C) such other matters which are incidental thereto.

8 Fixed Periodic Distribution Provisions

(a) Application

This Condition 8 (*Fixed Periodic Distribution Provisions*) is applicable to the Certificates only if the fixed periodic distribution provisions set out in this Condition 8 (*Fixed Periodic Distribution Provisions*) (the "**Fixed Periodic Distribution Provisions**") are specified in the applicable Final Terms as being applicable.

(b) Periodic Distribution Amount

A "**Periodic Distribution Amount**" representing a defined share of the profit in respect of the relevant Sukuk Assets will be payable in respect of the relevant Certificates and be distributable by the Trustee to the Certificateholders in accordance with these Conditions.

(c) Determination of Periodic Distribution Amount

Except as provided in the applicable Final Terms, the Periodic Distribution Amount payable in respect of each Certificate for any Return Accumulation Period shall be the Fixed Amount and, if the Certificates are in more than one Specified Denomination, shall be the Fixed Amount as specified in the applicable Final Terms in respect of the relevant Specified Denomination. Payments of Periodic Distribution Amounts on any Periodic Distribution Date as specified in the applicable Final Terms may, if so specified in the applicable Final Terms, amount to the Broken Amount as specified in the applicable Final Terms.

If any Periodic Distribution Amount is required to be calculated for a period other than a Return Accumulation Period or if no relevant Fixed Amount or Broken Amount is specified in the applicable Final Terms, such Periodic Distribution Amount shall be calculated by applying the Rate to the Calculation Amount, multiplying the product by the applicable Day Count Fraction, and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency (half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a figure equal to the Specified Denomination of the relevant Certificate divided by the Calculation Amount.

"**Day Count Fraction**" means, in respect of the calculation of a Periodic Distribution Amount in accordance with this Condition 8(c) (*Fixed Periodic Distribution Provisions – Determination of Periodic Distribution Amount*):

(i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(A) where the Determination Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Determination Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Determination Period is longer than one Regular Period, the sum of:

(1) the actual number of days in such Determination Period falling in the Regular Period in which it begins divided by the product of: (i) the actual number of days in such Regular Period; and (ii) the number of Regular Periods in any year; and

(2) the actual number of days in such Determination Period falling in the next Regular Period divided by the product of: (i) the actual number of days in such Regular Period; and (ii) the number of Regular Periods in any year;

(ii) if "**30/360**" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Periodic Distribution Date (or, if none, the Issue Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

(d) Payment in Arrear

Subject to Condition 8(e) (*Fixed Periodic Distribution Provisions – Cessation of Profit Entitlement*), Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*), Condition 11(c) (*Capital Distributions of the Trust – Dissolution at the Option of QIB*), and Condition 15 (*Dissolution Events*) below, and unless otherwise specified in the applicable Final Terms, each Periodic Distribution Amount will be paid in respect of the relevant Certificates in arrear on each Periodic Distribution Date specified in the applicable Final Terms (each such date, a "**Periodic Distribution Date**").

(e) Cessation of Profit Entitlement

Provided that, upon due presentation, payment is not improperly withheld or refused, no further amounts will be payable on any Certificate from and including the relevant Dissolution Date.

9 Floating Periodic Distribution Provisions

(a) Application

This Condition 9 (*Floating Periodic Distribution Provisions*) is applicable to the Certificates only if the floating periodic distribution provisions set out in this Condition 9 (*Floating Periodic Distribution Provisions*) (the "**Floating Periodic Distribution Provisions**") are specified in the applicable Final Terms as being applicable.

(b) Periodic Distribution Amount

A "**Periodic Distribution Amount**" representing a defined share of the profit in respect of the relevant Sukuk Assets will be payable in respect of the relevant Certificates and be distributable by the Trustee to the Certificateholders in accordance with these Conditions. Such Periodic Distribution Amounts will be payable in arrear on either:

(i) the Specified Periodic Distribution Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Periodic Distribution Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Periodic Distribution Date, a "**Periodic Distribution Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Periodic Distribution Date or, in the case of the First Periodic Distribution Date, after the Issue Date.

Such Periodic Distribution Amounts will be payable in respect of each Return Accumulation Period.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Periodic Distribution Date should occur, or (y) if any Periodic Distribution Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) in any case where Specified Periods are specified in accordance with Condition 9(b)(ii) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*) above, the Floating Rate Convention, such Periodic Distribution Date: (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of below shall apply *mutatis mutandis*; or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day; and (ii) each subsequent Periodic Distribution Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Periodic Distribution Date occurred; or

(ii) the Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day; or

(iii) the Modified Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day; or

(iv) the Preceding Business Day Convention, such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in the Principal Financial Centre of the relevant Specified Currency and in each (if any) Additional Business Centre.

(c) Screen Rate Determination

If Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate(s) is/are to be determined, the Rate applicable to the Certificates for each Return Accumulation Period will be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate specified in the applicable Final Terms is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;

(ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;

(iii) if, in the case of (a) above, such rate does not appear on that page or, in the case of (b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(A) request each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Periodic Distribution Determination Date to prime banks in the London interbank market, as the case may be, in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations; and

(iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the country of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the country of the Specified Currency) on the first day of the relevant Return Accumulation Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Return Accumulation Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate for such Return Accumulation Period shall be the sum of the Margin as specified in the applicable Final Terms and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Return Accumulation Period, the Rate applicable to the Certificates during such Return Accumulation Period will be the sum of the Margin and the Rate or (as the case may be) the arithmetic mean last determined in relation to the Certificates in respect of a preceding Return Accumulation Period.

(d) Linear Interpolation

Where Linear Interpolation is specified hereon as applicable in respect of a Return Accumulation Period, the Rate for such Return Accumulation Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Return Accumulation Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Return Accumulation Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Applicable Maturity**" means the period of time designated in the Reference Rate.

(e) Cessation of Profit Entitlement

Provided that, upon due presentation, payment is not improperly withheld or refused, no further amounts will be payable on any Certificate from and including the relevant Dissolution Date.

(f) Calculation of Periodic Distribution Amount

The Calculation Agent will, as soon as practicable after the time at which the Rate is to be determined in relation to each Return Accumulation Period, calculate the Periodic Distribution Amount payable in respect of each Certificate for such Return Accumulation Period. The Periodic Distribution Amount will be calculated by applying the Rate applicable to the relevant Return Accumulation Period (i) to the face amount (in the case of a Certificate in global form) or (ii) to the Calculation Amount (in the case of a Certificate in individual registered form), multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a figure equal to the Specified Denomination of the relevant Certificate divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

"**Day Count Fraction**" means, in respect of the calculation of a Periodic Distribution Amount in accordance with this Condition 9(f) (*Floating Periodic Distribution Provisions – Calculation of Periodic Distribution Amount*):

(i) if "**Actual/Actual**", "**Actual/Actual (ISDA)**", "**Act/Act**" or "**Act/Act (ISDA)**" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 (or, if any portion of that Return Accumulation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Return Accumulation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Return Accumulation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/Actual (ICMA)**" or "**Act/Act (ICMA)**" is specified in the applicable Final Terms:

(A) where the Determination Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Determination Period divided by the product of: (1) the actual number of days in such Regular Period; and (2) the number of Regular Periods in any year; and

(B) where the Determination Period is longer than one Regular Period, the sum of:

(1) the actual number of days in such Determination Period falling in the Regular Period in which it begins divided by the product of: (i) the actual number of days in such Regular Period; and (ii) the number of Regular Periods in any year; and

(2) the actual number of days in such Determination Period falling in the next Regular Period divided by the product: of (i) the actual number of days in such Regular Period; and (ii) the number of Regular Periods in any year;

(iii) if "**Actual/365 (Fixed)**", "**Act/365 (Fixed)**", "**A/365 (Fixed)**" or "**A/365F**" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period in respect of which payment is being made divided by 365;

(iv) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 or, in the case of a Periodic Distribution Date falling in a leap year, 366;

(v) if "**Actual/360**", "**Act/360**" or "**A/360**" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period in respect of which payment is being made divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls;

"$\mathbf{D_1}$" is the first calendar day of the Return Accumulation Period, expressed as a number, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls;

"$\mathbf{M_1}$" is the calendar month expressed as a number, in which the first day of the Return Accumulation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31, in which case D_2 will be 30;

(viii) if "**30E/360(ISDA)**" specified in the applicable Final Terms, the number of days in the Return Accumulation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month expressed as a number, in which the day immediately following the last day included in the Return Accumulation Period falls; and

"D_1" is the first calendar day of the Return Accumulation Period, expressed as a number, of the Return Accumulation Period unless (i) that day is the last day of February, or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless (i) that day is the last day of February but not the Scheduled Dissolution Date, or (ii) such number would be 31, in which case D_2 will be 30.

(g) Calculation of Other Amounts

If the applicable Final Terms specify that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the applicable Final Terms.

(h) Publication

The Calculation Agent will cause each Rate and Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and, if listed, the Irish Stock Exchange as soon as practicable after such determination but (in the case of each Rate, Periodic Distribution Amount and Periodic Distribution Date) in any event not later than the first day of the relevant Return Accumulation Period. Notice thereof shall also promptly be given to the Certificateholders. The Calculation Agent will be entitled to recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Return Accumulation Period. If the Calculation Amount is less than the minimum Specified Denomination, the Calculation Agent shall not be obliged to publish each Periodic Distribution Amount but instead may publish only the Calculation Amount and the Periodic Distribution Amount in respect of a Certificate having the minimum Specified Denomination.

(i) Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 9 (*Floating Periodic Distribution Provisions*) by the Calculation Agent will (in the absence of manifest error) be binding on the Trustee, the Delegate, QIB, the Agents and all Certificateholders. In the absence of negligence, wilful default or fraud no liability to the Trustee, the Delegate, QIB, any Agent or the Certificateholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 9 (*Floating Periodic Distribution Provisions*).

10 Payment

(a) Payments in respect of Certificates

Subject to Condition 8(b) (*Fixed Periodic Distribution Provisions – Periodic Distribution Amount*) or Condition 9(b) (*Floating Periodic Distribution Provisions – Periodic Distribution Amount*) (as applicable), payment of each Periodic Distribution Amount and the relevant Dissolution Amount will be made by the relevant Paying Agent in the Specified Currency, by wire transfer in same day funds to the registered account of each Certificateholder. Payments of the

Dissolution Amount will only be made against surrender of the relevant Certificate at the specified office of the relevant Paying Agent. The Dissolution Amount and each Periodic Distribution Amount will be paid to the holder shown on the Register at the close of business on the relevant Record Date.

For the purposes of these Conditions:

(i) a Certificateholder's "**registered account**" means an account denominated in the Specified Currency maintained by or on behalf of it with a bank that processes payments in the Specified Currency, details of which appear on the Register at the close of business on the relevant Record Date;

(ii) a Certificateholder's "**registered address**" means its address appearing on the Register at that time; and

(iii) "**Record Date**" means:

(A) in the case of the payment of a Periodic Distribution Amount, the close of business on the day prior to the relevant Periodic Distribution Date; and

(B) in the case of the payment of a Dissolution Amount, the date falling two Payment Business Days before the relevant Dissolution Date or other due date for payment of the relevant Periodic Distribution Amount.

(b) Payments subject to Applicable Laws

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of this Condition 10 (*Payment*) and Condition 12 (*Taxation*), and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Certificateholders in respect of such payments.

(c) Payment only on a Payment Business Day

Payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated by the relevant Paying Agent, on the due date for payment or, in the case of a payment of the Dissolution Amount, if later, on the Business Day on which the relevant Certificate is surrendered at the specified office of the relevant Paying Agent.

Certificateholders will not be entitled to any additional Periodic Distribution Amount, Dissolution Amount or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the relevant Certificateholder is late in surrendering his Certificate (if required to do so).

If the Dissolution Amount or any Periodic Distribution Amount is not paid in full when due, the relevant Registrar will annotate the Register with a record of the amount actually paid.

(d) Agents

In acting under the Agency Agreement and in connection with the Certificates, the Agents act solely as agents of the Trustee and (to the extent provided in the Master Declaration of Trust and the Agency Agreement) the Delegate and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders or any other party to the Transaction Documents.

The names of the initial Agents and their initial specified offices are set out in this Condition 10(d) (*Payment – Agents*). The Trustee reserves the right at any time to vary or terminate the appointment of any Agent and/or to appoint additional or other Agents provided that: (a) it will at all times maintain a Principal Paying Agent and a Registrar (which may be the same entity); (b) so long as any Certificates are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent and a Transfer Agent having its specified office in such place (if any) as may be required by the rules of such listing authority, stock exchange and/or quotation system; and (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) located in an EU Member State that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any such change or any change of any Specified Office shall be given to the Trustee, the Delegate and the Certificateholders in accordance with the provisions of the Agency Agreement.

The name and specified office of the Principal Paying Agent and Calculation Agent:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London
EC2N 2DB
United Kingdom

The name and specified office of the Registrar and Transfer Agent:

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

11 Capital Distributions of the Trust

(a) Dissolution on the relevant Scheduled Dissolution Date

Unless the Certificates are previously redeemed or purchased and cancelled, the Trustee shall redeem each Certificate at the Dissolution Amount and the Trust will be dissolved by the Trustee on the relevant Scheduled Dissolution Date.

(b) Early Dissolution for Tax Reasons

If a Tax Event occurs, where "**Tax Event**" means:

(i) (A) the Trustee has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Series; and (B) such obligation cannot be avoided by the Trustee taking reasonable measures available to it; or

(ii) (A) the Trustee has received notice from the Mudarib that it has or will become obliged to pay additional amounts to the Trustee pursuant to the terms of any Transaction Document as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Series; and (B) such obligation cannot be avoided by taking reasonable measures available to it,

then, QIB may:

(a) exercise its option granted under Clause 2.1.1 (*Grant of Rights*) of the Sale Undertaking Deed in accordance with Clause 3.1.1 (*Exercise and Undertaking*) thereof; and

(b) in its capacity as Mudarib, liquidate (in whole, but not in part) the Restricted Mudaraba in respect of the relevant Restricted Mudaraba Contract in accordance with the provisions of the Master Restricted Mudaraba Agreement and the applicable Restricted Mudaraba Contract,

and deliver an Exercise Notice to the Trustee specifying the due date for redemption of the Certificates (in whole, but not in part):

(1) at any time (if the Floating Periodic Distribution Provisions are not specified in the applicable Final Terms as being applicable); or

(2) on any Periodic Distribution Date (if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable),

such notice to be delivered in the prescribed form set out in the Sale Undertaking Deed and not less than 45 nor more than 90 days prior to the due date for redemption stated therein.

Following receipt by the Trustee of a duly completed Exercise Notice from QIB under the Sale Undertaking Deed, the Trustee shall, on giving not less than 30 nor more than 60 days' notice to the Certificateholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable and shall oblige the Trustee to dissolve the Certificates on the relevant Dissolution Date), dissolve the Trust and redeem (in whole, but not in part) the Certificates at their Early Dissolution Amount (Tax), together with Periodic Distribution Amounts accrued (if any) to the Dissolution Date provided, however, that no such notice of dissolution shall be given to Certificateholders earlier than:

(x) where the Certificates may be dissolved at any time (if the Floating Periodic Distribution Provisions are not specified in the applicable Final Terms as being applicable), 90 days prior to the earliest date on which the Trustee would be obliged to pay such additional amounts if a payment in respect of the Certificates were then due or (in the case of (ii) above) QIB would be obliged to pay such additional amounts if a payment to the Trustee under the Master Restricted Mudaraba Agreement as supplemented by the relevant Restricted Mudaraba Contract was then due; or

(y) where the Certificates may be dissolved only on a Periodic Distribution Date (if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable), 60 days prior to the Periodic Distribution Date occurring immediately before the earliest date on which the Trustee would be obliged to pay such additional amounts if a payment in respect of the Certificates were then due or (in the case of (ii) above) QIB would be obliged to pay such additional amounts if a payment to the Trustee under the Master Restricted Mudaraba Agreement as supplemented by the relevant Restricted Mudaraba Contract was then due.

Prior to the publication by or on behalf of the Trustee of any notice to Certificateholders pursuant to this Condition 11 (*Capital Distribution of the Trust*), it shall be sufficient, to establish that the conditions precedent set out in this Condition 11 (*Capital Distribution of the Trust*) to the right of the Trustee to dissolve the Trust have occurred, if QIB shall deliver to the Trustee and the Delegate an opinion of independent legal advisers of recognised standing or accountant of recognised standing to the effect either that such circumstances do exist or that, upon a change in or amendment to the laws (including any regulations pursuant thereto), or in the interpretation or administration thereof, of any Relevant Jurisdiction, which at the date of such Certificate is proposed and in the opinion of such legal adviser or accountant is reasonably expected to become effective on or prior to the date on which the relevant Periodic Distribution Amount or, as the case may be, Dissolution Amount in respect of the Certificates would otherwise be made, becoming so effective, such circumstances would exist and the Trustee or the Delegate shall be entitled to accept such opinion as sufficient evidence of the satisfaction of the relevant conditions precedent in which event they shall be conclusive and binding on the Certificateholders.

Upon the expiry of any such notice to Certificateholders as is referred to above, the Trustee shall be bound to dissolve the Certificates in accordance with this Condition 11(b) (*Capital Distribution of the Trust – Early Dissolution for Tax Reasons*). Upon such dissolution as aforesaid and the termination of the Trust, the Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

(c) Dissolution at the Option of QIB

If the Optional Dissolution Right (as set out in the applicable Final Terms) is specified in such Final Terms as being applicable, QIB shall:

(a) exercise its option granted under Clause 2.1.2 (*Grant of Rights*) of the Sale Undertaking Deed in accordance with Clause 3.1.2 (*Exercise and Undertaking*) thereof; and

(b) in its capacity as Mudarib, liquidate (in whole, but not in part) the Restricted Mudaraba in respect of the relevant Restricted Mudaraba Contract in accordance with the provisions of the Master Restricted Mudaraba Agreement and the applicable Restricted Mudaraba Contract, and deliver an Exercise Notice to the Trustee specifying the due date for redemption of the Certificates (in whole, but not in part) on any Optional Dissolution Date specified in the applicable Final Terms, such notice to be delivered in the prescribed form set out in the Sale Undertaking Deed and not less than 45 days prior to the due date for redemption stated therein.

Following receipt by the Trustee of a duly completed Exercise Notice in the prescribed form pursuant to this Condition 11(c) (*Capital Distributions of the Trust – Dissolution at the Option of QIB*), the Trustee shall, on giving not less than 45 nor more than 60 days' notice to the Certificateholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable and shall oblige the Trustee to dissolve the Certificates on the relevant Optional Dissolution Date), dissolve the Trust and redeem (in whole, but not in part) the Certificates at the relevant Optional Dissolution Amount, together with Periodic Distribution Amounts accrued (if any) to the Optional Dissolution Date.

Upon the expiry of any such notice to Certificateholders as is referred to in this Condition 11(c) (*Capital Distribution of the Trust – Dissolution at the Option of QIB*), the Trustee shall be bound to dissolve the Certificates in accordance with this Condition 11(c) (*Capital Distributions of the Trust – No Other Dissolution*). Upon payment in full of such amounts and the dissolution as aforesaid and termination of the relevant Trust, the Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

(d) Dissolution following a Dissolution Event

Upon the occurrence of a Dissolution Event which is continuing, the Certificates may be redeemed at the Dissolution Amount on the Dissolution Event Redemption Date, if the conditions set out in Condition 15 (*Dissolution Events*) are satisfied, and the Trust will be dissolved by the Trustee.

(e) No other Dissolution

The Trustee shall not be entitled to redeem the Certificates, and the Trustee shall not be entitled to dissolve the Trust otherwise than as provided in this Condition 11 (*Capital Distributions of the Trust*), Condition 14(c) (*Purchase and Cancellation of Certificates – Dissolution of the Trust upon cancellation of all outstanding Certificates in a Series*) and Condition 15 (*Dissolution Events*).

(f) Cancellations

All Certificates which are redeemed will forthwith be cancelled and accordingly may not be held, reissued or resold.

(g) Effect of payment in full of Dissolution Amount

Upon payment in full of the Dissolution Amount and the termination of the Trust, the Certificates shall cease to represent an undivided ownership interest in the relevant Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

12 Taxation

All payments in respect of the Certificates by or on behalf of the Trustee shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, imposed or levied, collected, withheld or assessed by or on behalf of any Relevant Jurisdiction ("**Taxes**"), unless the withholding or deduction of the Taxes is required by law. In such event, the Trustee will pay such additional amounts as shall be necessary in order that the full amount which otherwise would have been due and payable under the Certificates is received by the Certificateholders, except that no such additional amount shall be payable in relation to any payment in respect of any Certificate:

(i) the holder of which is liable for such Taxes in respect of such Certificate by reason of having some connection with a Relevant Jurisdiction other than the mere holding of such Certificate; or

(ii) where such withholding or deduction is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(iii) presented for payment by or on behalf of a Certificateholder who would be able to avoid such withholding or deduction by presenting the relevant Certificate to another Paying Agent in a different Member State of the European Union; or

(iv) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days.

In these Conditions:

"**Relevant Date**" means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the relevant Paying Agent or the Trustee or the Registrar on or before the due date, it means the date on which the full amount of the money having been so received, notice to that effect shall have been duly given to Certificateholders by the Trustee in accordance with Condition 18 (*Notices*); and

"**Relevant Jurisdiction**" means the Cayman Islands and Qatar or, in each case, any political subdivision or authority thereof or therein having the power to tax.

If QIB becomes subject to any taxing jurisdiction other than Qatar, references in these Conditions to Qatar shall be construed as references to Qatar and/or such other jurisdiction, as the case may be.

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

The applicable Transaction Documents provide that payments thereunder by QIB shall be made without any deduction or withholding for, or on account of, any present or future taxes, levies, duties, fees, assessments or other charges of any nature, unless such withholding or deduction is required by law and without set-off or counterclaim of any kind. If withholding or deduction is required by law, the Transaction Documents provide for the payment by QIB of all additional amounts as will result in the receipt by the Trustee or the Delegate, as applicable, of such amounts as would have been received by it if no withholding or deduction had been made.

Further, in accordance with the terms of the Purchase Undertaking Deed, QIB has undertaken to pay such additional amounts as may be necessary pursuant to this Condition 12 (Taxation) so that the full amount due and payable by the Trustee in respect of the Certificates to the Certificateholders is received by the Trustee for the purposes of payment to the Certificateholders in accordance with and subject to the provisions of this Condition 12 (Taxation).

13 Prescription

The right to receive distributions in respect of the Certificates will be forfeited unless claimed within a period of ten (10) years (in the case of the Dissolution Amount) and five (5) years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof.

14 Purchase and Cancellation of Certificates

(a) Purchases

QIB and/or any Subsidiary may at any time purchase Certificates at any price in the open market or otherwise. Such Certificates may be held, reissued, re-sold or, at the option of QIB, surrendered to the Registrar for cancellation in accordance with Condition 14(b) (*Purchase and Cancellation of Certificates – Cancellation of Certificates held by QIB and/or any of its Subsidiaries*).

(b) Cancellation of Certificates held by QIB and/or any of its Subsidiaries

If QIB wishes to cancel any Certificates purchased by it and/or any Subsidiary pursuant to Condition 14(a) (*Purchase and Cancellation of Certificates – Purchases*) above (the "**Cancellation Certificates**"), QIB may, in accordance with the terms of the Redemption Undertaking Deed, deliver a Cancellation Notice to the Trustee requiring it to cancel any relevant Certificates surrendered to it by QIB and/or any of its subsidiaries and to transfer on any Cancellation Date the Wakala Assets specified by QIB in its sole and absolute discretion in the relevant Cancellation Notice, together with all of the Trustee's rights, title, interests, benefits and entitlements in and to the Cancellation Wakala Assets, the Value of which shall be no greater than the Wakala Percentage of the aggregate outstanding face amount of the Cancellation Certificates. Upon receipt by the Trustee of a Cancellation Notice, the Trustee acknowledges and agrees that the Mudarib shall transfer on the relevant Cancellation Date to QIB the Cancellation Mudaraba Assets, provided that the aggregate Value of such Cancellation Mudaraba Assets shall be no greater than the Mudaraba Percentage of the aggregate face amount of the Cancellation Certificates.

(c) Dissolution of the Trust upon cancellation of all outstanding Certificates in a Series

In the event QIB and/or any of its Subsidiaries purchase all the outstanding Certificates in a Series following the exercise of the relevant Redemption Undertaking, and all such Certificates are subsequently cancelled by the Trustee, the relevant Trust will be dissolved and the Certificates shall cease to represent an undivided ownership interest in the relevant Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

15 Dissolution Events

If, upon the occurrence of any of the following events (each a "**Dissolution Event**"):

(i) default is made in the payment of the Dissolution Amount on the date fixed for payment thereof or default is made in the payment of any Periodic Distribution Amount on the due date for payment thereof and, in the case of the Dissolution Amount, such default continues unremedied for a period of seven days and, in the case of a Periodic Distribution Amount, such default continues unremedied for a period of 14 days; or

(ii) the Trustee defaults in the performance or observance of or compliance with any of its other obligations or undertakings under the Transaction Documents to which it is a party and such default is not capable of remedy (in the opinion of the Delegate) or (if capable of remedy (in the opinion of the Delegate)) is not remedied within 30 days after written notice of such default shall have been given to the Trustee by the Delegate; or

(iii) a QIB Event occurs; or

(iv) the Trustee repudiates any Transaction Document to which it is a party or does or causes to be done any act or thing evidencing an intention to repudiate any Transaction Document to which it is a party; or

(v) at any time it is or will become unlawful or impossible for the Trustee (by way of insolvency or otherwise) to perform or comply with any or all of its obligations under the Transaction Documents or any of the obligations of the Trustee under the Transaction Documents are not or cease to be legal, valid, binding and enforceable; or

(vi) either: (a) the Trustee becomes insolvent or is unable to pay its debts as they fall due; (b) an administrator or liquidator of the whole or substantially the whole of the undertaking, assets and revenues of the Trustee is appointed (or application for any such appointment is made); (c) the Trustee takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it; or (d) the Trustee ceases or threatens to cease to carry on all or substantially the whole of its business; or

(vii) an order or decree is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Trustee; or

(viii) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (vi) and (vii) above,

provided, however, that in the case of the occurrence of any of the events described in paragraphs (ii) and (v), the Delegate shall have certified in writing to QIB that such event is, in its opinion, materially prejudicial to the interests of the holders of the Certificates, the Delegate shall (subject to it being indemnified and/or secured and/or prefunded to its satisfaction), subject to it having been notified in writing of the occurrence of such Dissolution Event, give notice in writing of the occurrence of such Dissolution Event to the Certificateholders in accordance with Condition 18

(*Notices*) with a request to such holders to indicate if they wish the Trust to be dissolved. If so requested in writing by the holders of at least 20 per cent. of the then aggregate face amount of the Series outstanding or if so directed by an Extraordinary Resolution of the Certificateholders (a "**Dissolution Request**") it shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice to the Trustee and QIB of the Dissolution Request and, upon receipt of such notice, the Trustee shall exercise its rights under the Purchase Undertaking Deed, the relevant Restricted Mudaraba shall be liquidated in accordance with the Master Restricted Mudaraba Agreement and the Trustee shall distribute to the Certificateholders the proceeds of the resultant sale and liquidation, together with any amounts of Wakala Portfolio Principal Revenues deposited in the Transaction Account by the Managing Agent in accordance with clause 6.4 of the Management Agreement and the Certificates shall be redeemed at the Dissolution Amount on the date specified in such notice (the "**Dissolution Event Redemption Date**") and the Trust shall be dissolved on the day after the last outstanding Certificate has been redeemed.

For the purposes of paragraph (i) above, amounts shall be considered due in respect of the Certificates (including for the avoidance of doubt any amounts calculated as being payable under Condition 8 (*Fixed Periodic Distribution Provisions*), Condition 9 (*Floating Periodic Distribution Provisions*) and Condition 11 (*Capital Distributions of the Trust*)) notwithstanding that the Trustee has at the relevant time insufficient funds or Trust Assets to pay such amounts.

For the purposes of this Condition, a "**QIB Event**" will occur if one or more of the following events occurs:

(i) *Non-payment:* QIB fails to pay: (i) any Wakala Portfolio Income Revenues; or (ii) any Mudaraba Profit, in the case of (i) and (ii), as payable to the Trustee and the failure continues for a period of 14 days or QIB fails to pay; (iii) the Final Liquidation Proceeds; (iv) the Exercise Price payable under the Purchase Undertaking or Sale Undertaking; or (v) the Wakala Portfolio Principal Revenues payable under clause 6.4 (*Application of Wakala Portfolio Principal Revenues*) of the Management Agreement, in the case of (iii), (iv) and (v), as payable to the Trustee and the failure continues for a period of seven days; or

(ii) *Breach of other obligations:* QIB, acting in any capacity, defaults in the performance or observance of any of its covenants and/or obligations in relation to the Certificates or under the Transaction Documents to which it is a party (other than the Programme Agreement and the Agency Agreement) and such default remains unremedied for a period of 30 days after written notice of such default shall have been given to QIB by the Delegate (except where such default is, in the opinion of the Delegate, based on information received by the Delegate from QIB and/or the Trustee (as applicable), not capable of remedy in which case no such notice of default shall be required); or

(iii) *Cross-default:* any Indebtedness of QIB or any of QIB's Material Subsidiaries (or any Guarantee given by any of them in respect of any Indebtedness) is not paid when due or, as the case may be, within any originally applicable grace period or any such Indebtedness becomes due and payable prior to its specified maturity (or, in the case of a Guarantee, is called) as a result of an event of default (however described) provided, however, that it shall not constitute a QIB Event unless the aggregate amount (or its equivalent in U.S. dollars) of all such Indebtedness or Guarantees either alone or when aggregated with all other Indebtedness or Guarantees which shall remain unpaid or unsatisfied or is so declared or becomes due and payable or is called, or a creditor becomes entitled so to do, as the case may be, shall be more than U.S.$10,000,000 (or its equivalent in any other currencies); or

(iv) *Winding up, etc.:* QIB or any of QIB's Material Subsidiaries takes any corporate action or other steps are taken or legal proceedings are started (and such proceedings have not been discharged within 30 days and are not being actively contested in good faith) for its winding-up, nationalisation, dissolution, bankruptcy, administration or reorganisation (whether by way of voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer of it or of any substantial part or all of its revenues and assets, except for the purposes of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation: (i) on terms approved by an Extraordinary Resolution of the Certificateholders; or (ii) in the case of a Material Subsidiary, whereby all or a substantial part of the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in QIB or another Subsidiary of QIB; or

(v) *Ceasing of business, etc.:* QIB or any of QIB's Material Subsidiaries ceases to carry on the whole or a substantial part of its business except for the purposes of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Certificateholders or (ii) in the case of a Material Subsidiary, whereby all or a substantial part of the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in QIB or another Subsidiary of QIB; or

(vi) *Insolvency, etc.:* QIB or any of QIB's Material Subsidiaries is (or is deemed by a court or any applicable legislation to be) insolvent or bankrupt or unable to pay all or a material part of its debts as the same fall due, or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts, or commences negotiations with its creditors as a whole or any one or more classes of its creditors with a view to the general readjustment or rescheduling of all or a material part of its debts or proposes or makes a general assignment for the benefit of or an arrangement or a composition or conciliation with its creditors in respect of such debts; or

(vii) *Expropriation, etc.:* any expropriation, execution, attachment, distress, sequestration or other similar legal process made pursuant to a court order or judgment or arising by virtue of any law or regulation affects the whole or a substantial part of the property of QIB or any of QIB's Material Subsidiaries and is not discharged within 30 days; or

(viii) *Unsatisfied judgment:* QIB or any of QIB's Material Subsidiaries fails to comply with or pay any sum which amount shall not be less than U.S.$10,000,000 due from it under any final non-appealable judgment or any final non-appealable order made or given by any court of competent jurisdiction and such failure continues for a period of 30 days next following the service by the Delegate on QIB of notice requiring the same to be paid/remedied; or

(ix) *Government intervention:* by or under the authority of any government or governmental body, (A) the management of QIB or any of QIB's Material Subsidiaries is wholly or substantially displaced or the authority of QIB or any of its Material Subsidiaries in the conduct of its business is wholly or substantially curtailed or (B) all or a majority of the issued shares of QIB or any of QIB's Material Subsidiaries or the whole or substantial part of their respective revenues or assets is seized, nationalised, expropriated or compulsorily acquired; or

(x) *Unlawfulness:* QIB repudiates any Transaction Document to which it is a party or at any time it is or becomes unlawful for QIB (acting in any capacity) to perform or comply with any or all of its material obligations under or in respect of the Transaction Documents to which it is respectively a party or any of the material (in the opinion of the Delegate) obligations of QIB (acting in any capacity) thereunder are not or cease to be legal, valid, binding and enforceable; or

(xi) *Security enforced:* any Security Interest present or future, created or assumed by QIB or any of QIB's Material Subsidiaries in respect of all or a material part of the property, assets or revenues of QIB or any of its Material Subsidiaries, as the case may be, becomes enforceable and is enforced (including the taking of possession or the appointment of a receiver, administrative receiver, manager or other similar person); or

(xii) *Analogous event:* any event occurs which under the laws of Qatar has an analogous effect to any of the events referred to in paragraphs (iv), (vi) and (xi),

provided, however, that in the case of the occurrence of any of the events described in paragraphs (ii) or (x) or (in respect of a Material Subsidiary only), (iv) to (vi) inclusive and (ix), the Delegate shall have certified in writing to QIB that such event is, in its opinion, materially prejudicial to the interests of the holders of the Certificates and QIB has undertaken under the Master Declaration of Trust to forthwith notify the Trustee and the Delegate of any QIB Event (and the steps, if any, being taken to remedy it) or of any Potential QIB Event promptly upon becoming aware of its occurrence.

16 Enforcement and Exercise of Rights

(i) Upon the occurrence of a Dissolution Event, to the extent any amount payable in respect of the Certificates has not been paid in full, the Trustee (or the Delegate, acting on behalf of the Trustee), (subject to it being indemnified and/or secured and/or prefunded to its satisfaction), may (acting for the benefit of the Certificateholders) take one or more of the following steps:

(A) enforce the provisions of the Purchase Undertaking Deed against QIB; and/or

(B) enforce QIB's obligation (in its capacity as Mudarib) to liquidate the relevant Restricted Mudaraba in accordance with the provisions of the Master Restricted Mudaraba Agreement and the applicable Restricted Mudaraba Contract and any other Transaction Document to which QIB is a party; and/or

(C) take such other steps as the Trustee or the Delegate (acting in the name and on behalf of the Trustee) may consider necessary to recover amounts due to the Certificateholders.

(ii) Following the enforcement, realisation of the Certificates and ultimate distribution of the net proceeds of the relevant Trust Assets in respect of the Certificates to the Certificateholders in accordance with these Conditions and the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust, the obligations of the Trustee in respect of the Certificates shall be satisfied. In such circumstances, the obligation of the Trustee in respect of the Certificates will be satisfied and the right of the Certificateholders to receive any further sums shall be extinguished and neither the Trustee nor the Delegate shall be liable for any such sums and, accordingly, Certificateholders may not take any action against the Trustee, the Delegate, the Agents or any other person (including QIB) to recover any such sum or asset in respect of the relevant Certificates or the Trust Assets. In particular, no holder of the Certificates shall be entitled in respect thereof to petition or to take any other steps for the winding up of the Trustee.

(iii) No Certificateholder shall be entitled to proceed directly against, or to provide instructions to the Delegate to proceed against, the Trustee or QIB or to provide instructions to the Trustee to proceed directly against QIB in each case under any Transaction Document to which either of them is a party unless: (a) the Delegate fails to do so within 30 days of becoming so bound and such failure its continuing; and (b) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders who propose to proceed directly against any of the Trustee or QIB as the case may be) holds at least 20 per cent. of the then outstanding aggregate face amount of the Series. Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the relevant Trust Assets and the sole right of the Delegate and the Certificateholders against the Trustee and QIB shall be to enforce their respective obligations under the Transaction Documents.

(iv) Subject to paragraph (ii), neither the Trustee nor the Delegate shall be bound in any circumstances to take any action to enforce or to realise the relevant Trust Assets or take any action against, in the case of the Delegate only, the Trustee and/or, in the case of the Trustee or the Delegate, QIB under any Transaction Document to which either of the Trustee or QIB is a party unless directed or requested to do so: (a) by an Extraordinary Resolution; or (b) in writing by the holders of at least 20 per cent. of the then outstanding aggregate face amount of the Certificates of the relevant Series and in either case then only if it is indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable and provided that neither the Trustee nor the Delegate shall be held liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Certificateholders.

17 Replacement of Certificates

If any Definitive Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar (and, if the Certificates are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Trustee may reasonably require. Mutilated or defaced Definitive Certificates must be surrendered before replacements will be issued.

18 Notices

Save as provided in this Condition 18 (*Notices*) all notices regarding the Certificates will be in the English language and will be deemed to be validly given if published in a leading English language daily newspaper published in London which is expected to be the Financial Times, or if such publication is not practicable, in a leading English language newspaper having general circulation in Europe. The Trustee shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Certificates are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Certificates are issued, there may, so long as all the Certificates are represented by a Global Certificate and such Global Certificate is held in its entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Certificates. Any such notice shall be deemed to have been given to the holders of the Certificates on the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any Certificateholder shall be in writing and given by lodging the same, together with the relevant Certificate or Certificates, with the Principal Paying Agent, and for so long as any Certificates held by a Certificateholder are represented by the Global Certificate, notices to be given by any Certificateholder may be given by such Certificateholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

19 Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination

(i) The Master Declaration of Trust contains provisions for convening meetings of Certificateholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of these Conditions or the provisions of the Master Declaration of Trust. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Trustee and shall be convened by it upon the request in writing of Certificateholders holding not less than one tenth of the aggregate face amount of the Certificates of a Series. The quorum at any meeting for passing an Extraordinary Resolution will be two or more Certificateholders, proxies or representatives holding or representing in the aggregate more than half of the then outstanding aggregate face amount of the Certificates (or, in the case of a meeting called in respect of more than one Series, the then outstanding aggregate face amount of the Certificates of all the relevant Series) or at any adjourned such meeting two or more Certificateholders, proxies or representatives (whatever the outstanding face amount of the Certificates of all the relevant Series held or represented by him/her or them), provided, however, that any meeting the business of which includes the modification of certain provisions of the Certificates (including, among others, modifying the relevant Scheduled Dissolution Date, reducing or cancelling any amount payable in respect of the Certificates, altering the currency of payment of the Certificates or amending any of QIB's covenants to make a payment under any Transaction Document), the quorum shall be two or more Certificateholders, proxies or representatives holding or representing in the aggregate not less than three quarters of the then aggregate outstanding face amount of the Series (or, in the case of a meeting called in respect of more than one Series, the then outstanding aggregate face amount of the Certificates of all the relevant Series) or at any adjourned such meeting one or more Certificateholders, proxies or representatives holding or representing not less than one quarter of the then aggregate outstanding face amount of the Series (or, in the case of a meeting called in respect of more than one Series, the then outstanding aggregate face amount of the Certificates of all the relevant Series). To be passed, an Extraordinary Resolution requires a majority in favour consisting of not less than three-quarters of the persons voting on a show of hands or, if a poll is duly demanded, a majority of not less than three-quarters of the votes cast on such poll and, if duly passed, will be binding on all Certificateholders, whether or not they are present at the meeting and whether or not voting.

(ii) The Master Declaration of Trust provides that a resolution in writing signed by or on behalf of three quarters of the holders of the Certificates outstanding who for the time being are entitled to receive notice of a meeting in accordance with Schedule 4 (*Provisions for Meetings of Certificateholders*) of the Master Declaration of Trust shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Certificateholders.

(iii) The Master Declaration of Trust provides that for so long as the Certificates are in the form of a Global Certificate registered in the name of any nominee for one or more of Euroclear or Clearstream, Luxembourg, then, in respect of any resolution proposed by the Trustee, QIB or the Delegate:

(a) where the terms of the resolution proposed by the Trustee, QIB or the Delegate (as the case may be) have been notified to the Certificateholders through the relevant clearing system(s), in accordance with the provisions of the Master Declaration of Trust, each of the Trustee, QIB and the Delegate shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing systems to the Principal Paying Agent or another specified agent and/or the Delegate in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Certificates outstanding (an "**Electronic Consent**" as defined in the Master Declaration of Trust). Any resolution passed in such manner shall be binding on all Certificateholders, even if the relevant consent or instruction proves to be defective. None of the Trustee, QIB or the Delegate shall be liable or responsible to anyone for such reliance; and

(b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Master Declaration of Trust) has been validly passed, the Trustee, QIB and the Delegate shall be entitled to rely on consent or instructions given in writing directly to the Trustee, QIB and/or the Delegate, as the case may be, (a) by accountholders in the clearing system(s) with entitlements to such Global Certificate and/or, (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Trustee, QIB and the Delegate shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**relevant clearing system**") and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Certificateholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or aggregate face amount of the Certificates is clearly identified together with the amount of such holding. None of the Trustee, QIB and the Delegate shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

(iv) The Master Declaration of Trust further provides that a Written Resolution or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Certificateholders, whether or not they participated in such Written Resolution and/or Electronic Consent. The Master Declaration of Trust, any Supplemental Declaration of Trust, any other Transaction Document and the Trustee's memorandum and articles of association may only be amended by the Trustee with the consent of the Delegate and the Delegate may agree, without the consent or sanction of the Certificateholders, to any modification of any of the Master Declaration of Trust, any Supplemental Declaration of Trust, any other Transaction Document or the Trustee's memorandum and articles of association if, in the opinion of the Delegate: (i) such modification is of a formal, minor or technical nature; (ii) such modification is made to correct a manifest error; or (iii) such modification is not materially prejudicial to the interests of the outstanding Certificateholders and is other than in respect of a Reserved Matter or any provisions of the Master Declaration of Trust referred to in the definition of a Reserved Matter. Any such modification may be made on such terms and subject to such conditions (if any) as the Delegate may determine, shall be binding on the Certificateholders and, unless the Delegate otherwise decides, shall be notified by the Trustee to the Certificateholders in accordance with Condition 18 (*Notices*) as soon as practicable thereafter.

(v) The Delegate may, without the consent or sanction of the Certificateholders and without prejudice to its rights in respect of any subsequent breach from time to time and at any time: (i) give its consent under these presents or any other Transaction Document and agree to waive or to authorise any breach or proposed breach of any provision of the Master Declaration of Trust or any other Transaction Document; or (ii) determine that any Dissolution Event or Potential Dissolution Event shall not be treated as such, provided that: (A) in the opinion of the Delegate, such waiver, authorisation or determination is not materially prejudicial to the interests of the outstanding Certificateholders; and (B) the Delegate will not do so in contravention of an express direction given by Extraordinary Resolution or a request made pursuant to Condition 15 (*Dissolution Events*). No such direction or request will affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination shall be binding on the Certificateholders and unless the Delegate otherwise requires, shall be notified by the Trustee to the Certificateholders in accordance with Condition 18 (*Notices*) as soon as practicable thereafter.

(vi) In connection with the exercise by it of any of its powers, trusts, authorities and discretions under the Master Declaration of Trust (including, without limitation, any modification), the Delegate shall have regard to the general interests of the Certificateholders as a class (except where the context otherwise requires (as determined by the Delegate in its absolute discretion)) and shall not have regard to any interest arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Certificateholders (whatever their number) resulting from them being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political subdivision thereof or taxing jurisdiction and the Delegate shall not be entitled to require, nor shall any Certificateholder be entitled to claim from the Trustee, the Delegate, QIB or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders (except, in the case of the Trustee and QIB, to the extent already provided for in Condition 12 (*Taxation*)).

20 The Delegate

The Trustee has in the Master Declaration of Trust irrevocably and unconditionally appointed the Delegate to be its attorney and in its name, on its behalf and as its act and deeds, to execute, deliver and perfect all documents, and to exercise all of the present and future duties, powers (including the power to sub-delegate), trusts, authorities (including, but not limited to, the authority to request directions from any Certificateholders and the power to make any determinations to be made under the Master Declaration of Trust) and discretions vested in the Trustee by the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust, that the Delegate may consider to be necessary or desirable, and subject in each case to it being indemnified and/or secured and/or prefunded to is satisfaction, in order, upon the occurrence of a Dissolution Event or Potential Dissolution Event, to exercise all of the rights of the Trustee under the Purchase Undertaking Deed and the relevant Transaction Documents, provided that no obligations, duties, Liabilities or covenants of the Trustee pursuant to the Master Declaration of Trust or any other Transaction Document shall be imposed on the Delegate by virtue of this delegation, and make such distributions from the relevant Trust Assets as the Trustee is bound to make in accordance with the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust, (together the "**Delegation**" of the "**Relevant Powers**"), provided that in no circumstances will such Delegation of the Relevant Powers result in the Delegate holding on trust the relevant Trust Assets and provided further that such Delegation and the Relevant Powers shall not include any duty, power, trust, authority or discretion to hold any of the relevant Trust Assets, to dissolve any of the trusts constituted by the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust following the occurrence of a Dissolution Event or Potential Dissolution Event or to determine the remuneration of the Delegate. The Trustee shall ratify and confirm all things done and all documents executed by the Delegate in the exercise of all or any of the Relevant Powers.

In addition to the Delegation of the Relevant Powers under the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust, the Delegate also has certain powers which are vested solely in it from the date of the Master Declaration of Trust.

The appointment of a delegate by the Trustee is intended to be in the interests of the Certificateholders and does not affect the Trustee's continuing role and obligations as sole trustee.

The Master Declaration of Trust contains provisions for the indemnification of the Delegate in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction. In particular, in connection with the exercise of any of its rights in respect of the relevant Trust Assets or any other right it may have pursuant to the Master Declaration of Trust, the Delegate shall in no circumstances be bound to take any action unless directed to do so in accordance with Condition 16 (*Enforcement and Exercise of Rights*), and then only if it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

The Delegate makes no representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of QIB under the Transaction Documents to which it is a party and shall not under any circumstances have any liability or be obliged to account to Certificateholders in respect of any payments which should have been paid by QIB but are not so paid and shall not in any circumstances have any liability arising from the relevant Trust Assets other than as expressly provided in these Conditions or in the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust.

The Delegate may rely, without liability to Certificateholders, on a report, confirmation, certificate or any advice of any accountants, financial advisers, financial institution, auditors, insolvency officials or any other expert (whether or not addressed to the Delegate and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Delegate or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise) in accordance with or for the purposes of the Master Declaration of Trust or the other relevant Transaction Documents. The Delegate may accept and shall be entitled to rely on any such report, confirmation or certificate or advice as sufficient evidence of the facts stated therein and such report, confirmation, certificate or advice shall be binding on the Trustee, the Delegate and the Certificateholders. The Delegate shall not be bound in any such case to call for further evidence or be responsible for any liability or inconvenience that may be occasioned by its failure to do so.

Each of the Trustee and the Delegate is exempted from: (a) any liability in respect of any loss or theft of the Trust Assets or any cash; (b) any obligation to insure the Trust Assets (other than, with respect to the Trustee, in accordance with the Transaction Documents) or any cash; and (c) any claim arising from the fact that the Trust Assets or any cash are held by or on behalf of the Trustee or on deposit or in an account with any depositary or clearing system or are registered in the name of the Trustee or its nominee, unless such loss or theft arises as a result of gross negligence, wilful default or fraud by the Trustee or the Delegate, as the case may be.

Nothing shall, in any case where the Trustee or the Delegate has failed to show the degree of care and diligence required of it as trustee, in the case of the Trustee (having regard to the provisions of the Master Declaration of Trust conferring on it any trusts, powers, authorities or discretions) or as donee and delegate, in the case of the Delegate (having regard to the powers, authorities and discretions conferred on it by the Master Declaration of Trust and to the Relevant Powers delegated to it), respectively exempt the Trustee or the Delegate from or indemnify either of them against any Liability for gross negligence, wilful default or fraud of which either of them may be guilty in relation to their duties under the Master Declaration of Trust.

21 Contracts (Rights of Third Parties) Act 1999

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

22 Governing Law and Arbitration

(a) ***Governing Law***

The Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust (including these Conditions), the Agency Agreement and the Certificates and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

(b) ***Agreement to arbitrate***

Subject to Condition 22(c) (*Governing Law and Arbitration – Option to litigate*), any dispute, claim, difference or controversy arising out of relating to or having any connection with the Master Declaration of Trust (including these Conditions, and the Certificates (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity of any of them or a dispute relating to any non-contractual obligations arising out of or in connection with them) (a "**Dispute**") shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration ("**LCIA**") (the "**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Condition 22 (*Governing Law and Arbitration*). For these purposes:

(i) the seat, or legal place, of arbitration shall be London;

(ii) there shall be three arbitrators, each of whom shall be and remain impartial and independent of the parties involved in the arbitration. The parties to the Dispute shall each nominate one arbitrator and both arbitrators in turn shall nominate a further arbitrator who shall be the presiding arbitrator of the tribunal. In cases where there are multiple claimants and/or multiple respondents, the class of claimants jointly, and the class of respondents jointly, shall each nominate one arbitrator. If the party nominated arbitrators fail to nominate the third arbitrator within 15 days of the nomination of the second arbitrator, such arbitrator shall be appointed by the LCIA;

(iii) the language of the arbitration shall be English.

(c) ***Option to litigate***

Notwithstanding Condition 22(b) (*Governing Law and Arbitration – Agreement to arbitrate*) above the Delegate or, (only where permitted to take action in accordance with the terms of the Master Declaration of Trust) any Certificateholder, may, in the alternative, and at its sole discretion, by notice in writing to the Trustee and QIB (as applicable):

(i) within 28 days of service of a Request for Arbitration (as defined in the Rules); or

(ii) in the event no arbitration has commenced,

require that a Dispute be heard by a court of law. If such notice is given, the Dispute to which such notice refers shall be determined in accordance with Condition 22(d) (*Governing Law and Arbitration – Effect of exercise of option to litigate*) and subject as provided below, any arbitration commenced under Condition 22(b) (*Governing Law and Arbitration – Agreement to arbitrate*) in respect of that Dispute will be terminated. Each of the parties to the terminated arbitration will bear its own costs in relation to the terminated arbitration.

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the Delegate or, (but only where it is permitted to take action in accordance with the terms of the Master Declaration of Trust) any Certificateholder, must promptly give notice to the LCIA Court and to any Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by the LCIA Court, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

(i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;

(ii) his entitlement to be paid his proper fees and disbursements; and

(iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

(d) ***Effect of exercise of option to litigate***

If a notice is issued pursuant to Condition 22(c) (*Governing Law and Arbitration – Option to litigate*), the following provisions shall apply:

(i) subject to paragraph (iii) below, the courts of England shall have exclusive jurisdiction to settle any Dispute and each of the Trustee and QIB submits to the exclusive jurisdiction of such courts;

(ii) each of the Trustee and QIB agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and

(iii) this Condition 22(d) (*Governing Law and Arbitration – Effect of exercise of option to litigate*) is for the benefit of the Delegate and the Certificateholders only. As a result, and notwithstanding paragraph(s) (i) and (ii) above, the Delegate or, but only where it is permitted to take action in accordance with the terms of the Master Declaration of Trust, any Certificateholder, may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Delegate and the Certificateholders may take concurrent Proceedings in any number of jurisdictions.

(e) ***Process agent***

The Trustee agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom or, if different, its registered office for the time being or at any address of the Trustee in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Trustee, the Trustee shall appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Delegate shall be entitled to appoint such a person by written notice addressed to the Trustee and delivered to the Trustee or to the Specified Office of the Principal Paying Agent. Nothing in this Condition 22(e) (*Governing Law and Arbitration – Process agent*) shall affect the right of any party to serve process in any other manner permitted by law. This Condition 22(e) (*Governing Law and Arbitration – Process agent*) applies to Proceedings in England and to Proceedings elsewhere.

(f) ***Waiver***

Under the Master Declaration of Trust, QIB has acknowledged that the transactions contemplated by the Master Declaration of Trust are commercial transactions and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to QIB or its assets or revenues, QIB agrees not to claim and has irrevocably and unconditionally waived such immunity to the full extent permitted by the laws of such jurisdiction in relation to any Proceedings or Disputes.

FORM OF THE CERTIFICATES

The Certificates of each Series will be in registered form. Certificates will be issued outside the United States in reliance on Regulation S under the Securities Act.

Global Certificates

Each Series of Certificates will initially be represented by a global trust certificate in registered form (a "**Global Certificate**"). Global Certificates will be deposited with a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg and will be registered in the name of a nominee for the Common Depositary. Persons holding beneficial interests in Global Certificates will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Certificates in fully registered form.

Payments to registered Holder

Payments of any amount in respect of the Global Certificates will, in the absence of provision to the contrary, be made to the person shown in the Register as the registered Holder of the Certificates represented by a Global Certificate at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where the "**Clearing System Business Day**" means a day on which each clearing system for which the Global Certificate is being held is open for business. None of the Trustee, the Delegate, QIB, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of ownership interests in the Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

Payment of any amounts in respect of Certificates in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 1 (*Interpretation*)) immediately preceding the due date for payment in the manner provided in that Condition.

Exchange for definitives

Interests in a Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Certificates of a particular Series only upon the occurrence of an Exchange Event. The Trustee will promptly give notice to Certificateholders in accordance with Condition 18 (*Notices*) if an Exchange Event occurs. For these purposes, an "**Exchange Event**" will occur if: (a) the Trustee has been notified that both Euroclear and Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system is available; or (b) any of the circumstances described in Condition 15 (*Dissolution Events*) occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any other person acting on their behalf, as the case may be, (acting on the instructions of any holder of an interest in such Global Certificate) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the Trustee may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

For so long as any Certificate is represented by a Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular face amount of such Certificate (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the face amount of such Certificate standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated as the holder of such face amount of such Certificate for all purposes other than with respect to any payment on such face amount of such Certificate, for which purpose the registered holder of the relevant Global Certificate shall be treated by the Trustee and their respective agents as the holder of such face amount of such Certificate in accordance with and subject to the terms of the relevant Global Certificate and the expressions "**Certificateholder**" and "**holder of Certificates**" and related expressions shall be construed accordingly.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Series of Certificates issued under the Programme.

Final Terms dated [●]

QIB Sukuk Ltd.

Issue of [*Aggregate Face Amount of Series*] [*Title of Certificates*]
under the U.S.$1,500,000,000
Trust Certificate Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 September 2015 [and the supplemental Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Directive 2003/71/EC, as amended (the "**Prospectus Directive**"). This document constitutes the Final Terms relating to the issue of Certificates described herein [for the purposes of Article 5.4 of the Prospectus Directive]* and must be read in conjunction with the Base Prospectus.

Full information on the Trustee, QIB and the Certificates is only available on the basis of a combination of these Final Terms and the Base Prospectus. The Base Prospectus [and these Final Terms]* [has/have] been published on the website of the Central Bank of Ireland (http: *www.centralbank.ie*) and is available for viewing during normal business hours at the registered offices of The Trustee at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands and the Principal Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.

1	(i) Trustee:	QIB Sukuk Ltd.
	(ii) Obligor:	Qatar Islamic Bank (Q.S.C.)
2	Series Number:	[●]
3	Specified Currency:	[●]
4	Aggregate Face Amount of Series:	[●]
5	Issue Price:	100 per cent. of the Aggregate Face Amount
6	(i) Specified Denominations:	[●]
	(ii) Calculation Amount:	[●]
7	(i) Issue Date:	[●]
	(ii) Return Accrual Commencement Date:	[[●]/Issue Date]
8	Scheduled Dissolution Date:	[●]
9	Periodic Distribution Amount Basis:	[[●] per cent. Fixed Periodic Distribution Amount] [[EURIBOR/LIBID/LIBOR/LIMEAN/SHIBOR/ HIBOR/SIBOR/EIBOR/SAIBOR/BBSW/ AUD LIBOR/JPY LIBOR/PRIBOR/ CNH HIBOR/TRLIBOR or TRYLIBOR/TIBOR/ GBP LIBOR/CHF LIBOR/CAD LIBOR/ NZD LIBOR/DKK LIBOR/SEK LIBOR/MIBOR/ BKBM/KLIBOR/KIBOR]+/-[●] per cent. Floating Periodic Distribution Amount]
10	Dissolution Basis:	Dissolution at par
11	Change of Periodic Distribution Amount Basis:	[Applicable/Not Applicable]
12	Call Option:	[Not Applicable] [Optional Dissolution Right]
13	Date [Board] approval for issuance of Certificates obtained:	[●] in the case of the Trustee [●] in the case of QIB

* Delete where the Certificates are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive.

PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS PAYABLE

14	Fixed Periodic Distribution Provisions:			[Applicable/Not Applicable]
	(i)	Rate[(s)]:		[●] per cent. per annum [payable [annually/semi annually/quarterly/monthly] in arrear]
	(ii)	Periodic Distribution Date(s):		[●] in each year up to and including the Scheduled Dissolution Date
	(iii)	Fixed Amount[(s)]:		[●] per Calculation Amount
	(iv)	Broken Amount(s):		[[●] per Calculation Amount][Not Applicable]
	(v)	Day Count Fraction:		[30/360 or Actual/Actual (ICMA)]
	(vi)	Determination Date(s):		[[●] in each year][Not Applicable]
15	Floating Periodic Distribution Provisions:			[Applicable/Not Applicable]
	(i)	Specified Periodic Distribution Dates:		[●]/[Not Applicable]
	(ii)	Specified Period:		[●]/[Not Applicable]
	(iii)	First Periodic Distribution Date:		[●]
	(iv)	Business Day Convention:		[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ No Adjustment]
	(v)	Additional Business Centre(s):		[Not Applicable]
	(vi)	Manner in which the Rate(s) is/are to be determined:		Screen Rate Determination (Condition 9(c) (*Floating Periodic Distribution Provisions – Screen Rate Determination*) applies
	(vii)	Screen Rate Determination:		Applicable
		(a)	Reference Rate:	[●] month [EURIBOR/LIBID/LIBOR/LIMEAN/ SHIBOR/HIBOR/SIBOR/EIBOR/SAIBOR/ BBSW/AUD LIBOR/JPY LIBOR/PRIBOR/ CNH HIBOR/TRLIBOR or TRYLIBOR/TIBOR/ GBP LIBOR/CHF LIBOR/CAD LIBOR/ NZD LIBOR/DKK LIBOR/SEK LIBOR/MIBOR/ BKBM/KLIBOR/KIBOR]
		(b)	Periodic Distribution Determination Date:	[●]
		(c)	Relevant Screen Page:	[●]
		(d)	Relevant Time:	[●]
	(viii)	Margin:		[+/-] [●] per cent. per annum
	(ix)	Linear Interpolation		[Not Applicable/Applicable -the Rate for the [long/ short] [first/last] Periodic Distribution Period shall be calculated using Linear Interpolation (*specify for each short or long periodic distribution period*)]
	(x)	Day Count Fraction:		[Actual/Actual] [Actual/Actual (ISDA)] [Act/Act] [Act/Act (ISDA)] [Actual/Actual (ICMA)] [Act/Act (ICMA)] [Actual/365 (Fixed)] [Act/365 (Fixed)] [A/365 (Fixed)] [A/365F] [Actual/365 (Sterling)] [Actual/360] [Act/360] [A/360]

		[30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
	(xi) Calculation Agent:	Principal Paying Agent

PROVISIONS RELATING TO DISSOLUTION

16	Optional Dissolution Right:	[Applicable/Not Applicable]
	(i) Optional Dissolution Amount of each Certificate:	[Dissolution Amount] or [●] per Calculation Amount
	(ii) Optional Dissolution Date:	[Any Periodic Distribution Date]
17	Dissolution Amount of each Certificate:	[●] per Calculation Amount
18	Early Dissolution Amount (Tax) of each Certificate (following early dissolution for tax reasons):	[Dissolution Amount]/[[●] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES

19	Form of Certificates:	Registered Certificates Global Certificate exchangeable for Certificates in definitive registered form in the limited circumstances specified in the Global Certificate.
20	Additional Financial Centre(s) relating to payment:	[●]/[Not applicable]

PROVISIONS IN RESPECT OF THE TRUST ASSETS

21	Wakala/Mudaraba Portfolio	
	(i) Wakala Percentage:	[●] per cent. on the Issue Date
	(ii) Mudaraba Percentage:	[●] per cent. on the Issue Date
22	Trust Assets:	Condition 6(b) applies
23	(i) Details of Transaction Account:	[QIB Sukuk Ltd.] Transaction Account No: [●] with Deutsche Bank AG, London Branch for Series No.: [●]
	(ii) Supplemental Declaration of Trust:	Supplemental Declaration of Trust dated [●] between the Trustee, QIB and the Delegate
	(iii) Supplemental Purchase Contract:	Supplemental Purchase Contract dated [●] between the Trustee and QIB
	(iv) Restricted Mudaraba Contract:	Restricted Mudaraba Contract dated [●] between the Trustee and QIB

Signed on behalf of
QIB SUKUK LTD.

By: ....
Duly authorised

Signed on behalf of
QATAR ISLAMIC BANK (Q.S.C.)

By: ....
Duly authorised

By: ....
Duly authorised

PART B – OTHER INFORMATION

LISTING AND ADMISSION TO TRADING

Listing and admission to trading:	[Application has been made by the Trustee (or on its behalf) to the Irish Stock Exchange plc for the Certificates to be admitted on its Official List and admitted to trading on its regulated market with effect from [●].] [Not Applicable]
Estimate of total expenses related to admission to trading:	[●]

RATINGS

Ratings:	[The Certificates to be issued have not been rated.] [[The Certificates to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Certificates of this type issued under the Programme generally]]: [Fitch: [●]] [S&P: [●]] [[●]: [●]] [[●] is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").] [[●] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"), although notification of the registration decision has not yet been provided.] [[●] is established in the European Union and is neither registered nor has it applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").] [[●] is not established in the European Union but is certified under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").] [[●] is not established in the European Union but the rating it has given is endorsed by [●], which is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").] [[●] is not established in the European Union and is not certified under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") and the rating it has given is not endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.]

INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Save for any fees payable to the Dealers, so far as the Trustee and QIB are aware, no person involved in the offer of the Certificates has an interest material to the offer.]

YIELD [*Fixed Periodic Distribution Certificates only*]

Indication of yield:	[●] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

OPERATIONAL INFORMATION

(i)	ISIN:	[●]
(ii)	Common Code:	[●]
(iii)	Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(iv)	Delivery:	Delivery [against/free of] payment
(v)	Names and addresses of additional Paying Agent(s) (if any):	[●]/[Not Applicable]

DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated:	
	(A) Names of Managers:	[Not Applicable/*give name*]
	(B) Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(iii)	If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
(iv)	US Selling Restrictions:	Reg. S Compliance Category 2; TEFRA not applicable

USE OF PROCEEDS

The Proceeds of each Series of Certificates issued under the Programme will be applied by the Trustee as follows:

(i) by applying a portion of the Proceeds towards the purchase from QIB, by way of sale and transfer, of the rights, title, interests, benefits and entitlements that QIB may have in the Wakala Assets of the relevant Series; and

(ii) by depositing the remaining portion in the Mudaraba Account and such amount will constitute the Mudaraba Capital of the Rabb-al-Maal in the Restricted Mudaraba constituted by a Restricted Mudaraba Contract entered into with the Mudarib.

DESCRIPTION OF THE TRUSTEE

General

QIB Sukuk Ltd., a Cayman Islands exempted company with limited liability, was incorporated on 5 September 2012 under the Companies Law (2011 Revision) of the Cayman Islands with company registration number 271468. The Trustee was established as a company for the sole purpose of issuing Certificates under the Programme and entering into the transactions contemplated by the Transaction Documents and the Corporate Services Agreement. The registered office of the Trustee is at the offices of MaplesFS Limited at P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands, and its telephone number is +1 345 945 7099.

The authorised share capital of the Trustee is U.S.$50,000 consisting of 50,000 ordinary shares of a par value of U.S.$1.00 each, 250 of which have been issued. All of the issued shares (the "**Shares**") are fully-paid and are held by MaplesFS Limited as share trustee (the "**Share Trustee**") under the terms of a trust deed (the "**Share Trust Deed**") dated 25 September 2012 under which the Share Trustee holds the Shares in trust until the Termination Date (as defined in the Share Trust Deed). Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has the power to benefit a Qualified Charity (as defined in the Share Trust Deed). It is not anticipated that any distribution will be made whilst any Certificate is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Shares.

Business of the Trustee

The Trustee has no prior operating history or prior business and has no substantial liabilities other than in connection with the Certificates to be issued under the Programme. The Certificates are the obligations of the Trustee alone and not the Share Trustee.

The objects for which the Trustee is established are set out in clause 3 of its Memorandum of Association as registered or adopted on 5 September 2012.

Financial Statements

Since its date of incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

Directors of the Trustee

The Directors of the Trustee are as follows:

Name	Function at the Trustee	Other appointments outside Trustee
Andrew Millar	Director	Regional Head of Fiduciary, Middle East of Maples Fund Services (Middle East) Limited
Cleveland Stewart	Director	Senior Vice President of MaplesFS Limited

The business address of Andrew Millar is c/o Maples Fund Services (Middle East) Limited, Office 616, 6th Floor, Liberty House, Dubai International Financial Centre, P.O. Box 506734, Dubai, United Arab Emirates. The business address of Cleveland Stewart is c/o MaplesFS Limited, P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands. The Trustee has no subsidiaries, employees or non-executive directors.

Conflicts

There are no potential conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Trustee.

The Trustee Administrator

MaplesFS Limited acts as the corporate administrator of the Trustee (in such capacity the "**Trustee Administrator**"). The office of the Trustee Administrator serves as the general business office of the

Trustee. Through the office, and pursuant to the terms of a corporate services agreement entered into between the Trustee and the Trustee Administrator (the "**Corporate Services Agreement**"), the Trustee Administrator performs in the Cayman Islands, the United Arab Emirates and/or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Trustee, including communications with shareholders and the general public, and the provision of certain clerical, administrative and other services until termination of the Corporate Services Agreement. The Trustee and the Trustee Administrator have also entered into a registered office agreement (the "**Registered Office Agreement**") for the provision of registered office facilities to the Trustee. In consideration of the foregoing, the Trustee Administrator receives various fees payable by the Trustee at rates agreed upon from time to time, plus expenses. The terms of the Corporate Services Agreement and the Registered Office Agreement provide that either the Trustee or the Trustee Administrator may terminate such agreements upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Corporate Services Agreement and the Registered Office Agreement provide that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency.

The Trustee Administrator is subject to the overview of the Trustee's Board of Directors.

The Trustee Administrator's principal office is at P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands.

The Directors of the Trustee are all employees or officers of the Trustee Administrator or an affiliate thereof. The Trustee has no employees and is not expected to have any employees in the future.

DESCRIPTION OF QATAR ISLAMIC BANK (Q.S.C.)

Overview

Qatar Islamic Bank (Q.S.C) ("**QIB**"), which was established in 1982, was the first *Shari'a*-compliant bank to be established in Qatar. As at 30 June 2015, QIB was the largest Islamic bank in Qatar by total assets and second largest by market capitalisation. As at 30 June 2015, QIB's market capitalisation was QAR 25.5 billion (U.S.$7 billion). As at the same date, QIB was also the third largest bank in Qatar in terms of total assets, which were QAR 116 billion (U.S.$32 billion) and represented approximately 11.2 per cent. of the total assets of all banks in Qatar at that date, and the second largest bank in Qatar in terms of customer deposits, which were QAR 84.8 billion (U.S.$23 billion) and represented approximately 9.9 per cent. of the total customer deposits of all banks in Qatar as at 30 June 2015.

For the year ended 31 December 2014, QIB was the fourth most profitable bank in Qatar, with a net profit attributable to shareholders of QAR 1.6 billion (U.S.$439.6 million). QIB's shares are listed for trading on the QE and QIB's shareholders include the QIA, which held 16.91 per cent. of QIB's shares as at 30 June 2015.

QIB is organised into four reporting segments, which are as follows:

- the **Wholesale Banking Group**, which carries on all of QIB's financing and deposit taking business with institutional and corporate customers, which range from small and medium-sized enterprises ("**SMEs**") through to the largest multinational companies operating in Qatar, and which also includes QIB's Contracting and Real Estate division;
- the **Personal Banking Group**, which offers a range of personal banking services to retail customers in Qatar, including financing and deposit taking activities, cards, *takaful* insurance and private banking services offered to high net worth individuals ("**HNWI**s");
- the **Group Function**, which carries on QIB's treasury and investment businesses, manages QIB's relationships with its associates and is responsible for a range of central functions; and
- **Local and International Subsidiaries**, which includes all of QIB's consolidated subsidiaries operating in Qatar and internationally.

As at the date of this Base Prospectus, QIB has the largest Islamic banking network in Qatar with 32 branches and offices from which it carries on all banking services, investment and financing activities and more than 165 automated telling and cash deposit machines ("**ATM/CDMs**") throughout Qatar.

Prior to 2006, QIB operated principally as a retail bank and its corporate activities were mainly focused on real estate. However, in recent years QIB has established strong corporate and investment banking groups which are led by an experienced management team and which have focused on diversifying away from real estate to concentrate on corporate, retail and private banking services through the targeting of large corporates in Qatar, including those owned by the Government. QIB is also focused on local and international expansion where it seeks to target the corporate business sector. As part of its strategy to diversify its revenue sources, QIB has pursued, and continues to pursue, an international growth strategy both organically and through strategic acquisitions.

In April 2015, Fitch affirmed QIB's ratings at Issuer Default of (A+) for the long-term, (F1) for the short-term and (1) for Support. In June 2015, S&P assigned an (A-) long-term counterparty rating with stable outlook and an A-2 short-term counterparty rating to QIB. In April 2015, Capital Intelligence ("**CI**") affirmed QIB's rating of (A) for financial strength and QIB's foreign currency rating of (A) for the long-term and of (A2) for the short-term. At the same time CI affirmed QIB's support rating of (2) with a "stable" outlook.

History and Corporate Structure

QIB was incorporated on 8 July 1982 as a Qatari shareholding company by Emiri decree Number 45 of 1982 to provide banking services, investment and financing activities through various *Shari'a*-compliant modes of financing such as *murabaha, mudaraba, musharaka, musawama, istisna'a* agreements and others. It also carries on investment activities for its own account and, principally as part of its customer deposit taking business, on behalf of its customers. QIB's activities are conducted in accordance with Islamic *Shari'a* principles, as determined by its *Shari'a* Supervisory Board ("**SSB**") and in accordance with the provisions of its Memorandum and Articles of Association and the regulations of the QCB.

Share Capital and Shareholders

As at 30 June 2015, QIB's authorised and issued share capital was QAR 2.4 billion (U.S.$659.3 million) made up of QAR 236.3 million authorised, issued and fully paid ordinary shares of QAR 10 (U.S.$2.75) each.

QIB's shareholders comprise prominent Qatari individuals, families and institutions. The largest individual shareholder is the QIA, which held 16.91 per cent. of QIB's shares as at 30 June 2015. The aggregate shareholding of Qatari nationals in QIB was 43.35 per cent. as at 30 June 2015 whilst the aggregate shareholding of other Government entities was 3.30 per cent. as at the same date. Corporate and institutional shareholders held 35.52 per cent. of QIB's shares as at 30 June 2015 and non-Qatari nationals held the remaining 0.92 per cent. Under Qatari law, no shareholder (other than the Government and its related entities) may hold more than 2 per cent. of QIB's shares. In addition, non-GCC shareholders are allowed to hold a maximum of 25 per cent., in aggregate, of the shares in QIB. The rights of the QIA as a shareholder in QIB are contained in the articles of association of QIB and QIB will be managed in accordance with those articles and with the provisions of Qatari law.

Dividend levels are proposed by the Board of Directors based on QIB's liquidity position, profits, future capital requirements and market trends. Dividends are subsequently approved by the QCB and the shareholders.

Subsidiaries and Associates

A list of QIB's consolidated subsidiaries as at 30 June 2015 appears in Note 2 to the Interim Financial Statements. QIB also has nine associates which it accounts for using the equity method of accounting, which means that QIB's proportionate share of the results of these companies is included in its consolidated income statement. In 2014, QIB's share of the profit made by its associates was QAR 51.6 million (U.S.$14.2 million).

Competitive Strengths

QIB believes that its business is characterised by the following core competitive strengths:

Strong brand in Islamic banking

Established in 1982, QIB was the first Islamic financial institution in Qatar. As at 30 June 2015, QIB was the largest Islamic bank incorporated in Qatar in terms of total assets and customer deposits and had the second largest market capitalisation of all Qatari Islamic banks. As a result, QIB is well-placed to compete for new business with the other Islamic banks operating in Qatar.

QIB has been a pioneer in offering new Islamic banking products in Qatar, offering a wide range of customised products and services that meet the needs of both its individual and corporate clients. Product innovation in recent years (for example, QIB's *Aamaly – Business Banking* related suite of services) has made QIB's financial products a serious alternative to conventional financial products particularly for large or complex corporate deals.

Strong Government support of the Qatari banking sector

In past years, and particularly following the global financial crisis which commenced in late 2007, the Government, through the QCB, has provided significant support to its domestic commercial banking sector to ensure the general financial health of the country's banks. See "*Banking Industry and Regulation in Qatar – Banking System*". In particular in relation to QIB, the Government, through the QIA, has acquired 16.91 per cent. of QIB's shares and is now its largest shareholder.

In addition, and in line with its support policy for the banking sector in Qatar, in March 2009, the Government offered to purchase the domestic equity portfolios of seven of the nine Qatari banks listed on the QE at the time. As a result, in March 2009, QIB sold its entire portfolio of Qatari equity securities to the Government for cash consideration of QAR 351 million (U.S.$96.43 million).

In June 2009, the Government announced its intention to purchase up to QAR 15 billion (U.S.$4.12 billion) worth of portfolios of loans, advances and other exposures of commercial banks listed on the QE. QIB participated in this programme by selling QAR 4.2 billion (U.S.$1.15 billion) of real estate assets and investments to the QCB, which further strengthened QIB's balance sheet.

On 1 June 2010, the Government issued QAR 10 billion (U.S.$2.75 billion) of debt instruments (in the form of *sukuk* and conventional bonds) in order to absorb excess bank liquidity. QIB was one of the four Islamic banks in Qatar that each subscribed for QAR 1.25 billion (U.S.$343.4 million) of *sukuk* with a tenor of eight years and a profit rate of 3.856 per cent. per annum, payable semi-annually in arrear.

In a press release in April 2015, Fitch stated their expectation of support from the Government for domestic Qatari banks in case of need. This Government support provides QIB with a significant advantage over its non-Qatari bank competitors operating in Qatar.

Strong capital position and asset quality coupled with good earnings history

As at 30 June 2015, each of QIB's tier 1 capital adequacy ratio and QIB's total capital adequacy ratio (each as determined in accordance with Basel III requirements as adopted by the QCB) was 14.8 per cent. as compared to the QCB's minimum requirements of a minimum tier 1 capital adequacy ratio of 10.5 per cent. and a minimum total capital ratio of 12.5 per cent., which should enable QIB to continue to grow its balance sheet in accordance with its growth plans.

QIB's asset quality is also strong, with non-performing financing ratios (calculated as non-performing financing assets divided by gross financing where non-performing financings are determined in accordance with QCB requirements, see "*Banking Industry and Regulation in Qatar*") of 0.7 per cent. and 0.9 per cent. at 30 June 2015 and 31 December 2014, respectively. QIB's coverage ratio (calculated as its provision for financing assets divided by its non-performing financing assets) was 108 per cent. and 101 per cent. at 30 June 2015 and 31 December 2014, respectively.

Although QIB, in common with other banks around the world, was adversely affected by the global financial crisis and the consequent slowdown of economic growth globally, it recorded total income of QAR 2.7 billion (U.S.$741.8 million) in the year ended 31 December 2011, QAR 3.1 billion (U.S.$851.6 million) in the year ended 31 December 2012, QAR 3.1 billion (U.S.$851.6 million) in the year ended 31 December 2013 and QAR 3.6 billion (U.S.$989.0 million) in the year ended 31 December 2014. In the six months to 30 June 2015, QIB's total income was QAR 2.1 billion (U.S.$576.9 million) compared to QAR 1.8 billion (U.S.$494.5 million) for the comparable period of 2014. QIB's net profit attributable to shareholders has also shown a similar trend, being QAR 1.4 billion (U.S.$384.6 million) in 2011, QAR 1.2 billion (U.S.$329.7 million) in 2012, QAR 1.3 billion (U.S.$357.1 million) in 2013 and QAR 1.6 billion (U.S.$439.6 million) in 2014. In the six months ended 30 June 2015, QIB's net profit attributable to shareholders was QAR 895.1 million (U.S.$245.9 million) compared to QAR 725.2 million (U.S.$199.2 million) for the comparable period of 2014.

QIB's strong capital position and asset quality, coupled with its good earnings history throughout the global financial crisis, mean that it is well-placed to capitalise on future economic growth in Qatar as well as to implement its international expansion strategy described under "*Strategy*".

Strong domestic and international growth

QIB's domestic branch network and related banking and investment services have significantly expanded, both in terms of geographical coverage and range of services, over the last decade. In particular, QIB has increased its domestic branches and offices network from 12 to 32 and the number of its ATM/CDMs to over 165. QIB's domestic offering has been strengthened through a range of financial and investment services and products offered through its domestic subsidiaries and associates including Al Jazeera Finance Company Q.S.C. ("**Al Jazeera**"), Aqar Real Estate Development and Investment Company ("**Aqar**"), QInvest LLC ("**QInvest**") and Al Damaan Islamic Insurance Company ("**Al Damaan**"). QIB is the only Islamic bank in Qatar with a network of subsidiaries and associates in the Middle East, Asia and Europe.

QIB currently has a presence in London through its subsidiary QIB (UK) plc ("**QIB (UK)**"); in Kuala Lumpur through its associate Asian Finance Bank Berhad ("**AFB**"); and in Beirut through its subsidiary Arab Finance House LLC ("**AFH**"). QIB intends to expand strategically to reach other countries in Europe, Asia and Africa. The key drivers in this expansion are the prevalence of large Muslim populations in such areas and a favourable long-term outlook for QIB's prospective investments.

In recent years, QIB has also moved away from being a predominantly retail-focused bank and has developed a corporate and investment banking franchise directly as well as through QInvest, a 50.13 per cent. owned entity which has been consolidated since March 2011 on the basis of QIB's control of its board of directors.

Ambitious transformation programme led by an experienced management team

During 2011 and following significant changes within QIB's executive management team, QIB commenced a transformation programme designed to build a leading and modern bank that caters to the needs of the different customer segments and captures identified growth opportunities for QIB both in Qatar and internationally. The transformation programme is ongoing and steps already taken under this programme include the creation of QIB's wholesale and personal banking groups and a range of measures designed to improve profitability within both groups, see "*Strategy – Focus on profitability*". Details of QIB's management team and their industry experience are set out under "*Management and Employees*".

Awards

QIB has received the following awards, among others, in recent years in recognition of its leading position within the markets in which it operates:

- "Best Islamic Retail Bank Qatar 2015" – Global Banking & Finance Review;
- "Best Islamic Finance Provider Qatar 2015" – Global Banking & Finance Review;
- "Islamic Bank of the Year 2015 in Qatar" – The Banker Magazine – International;
- "Best Islamic Bank in Qatar 2015" – Islamic Finance News (IFN);
- "Best SME Islamic Finance Provider for the GCC & MENA 2014" – Global Banking & Finance Review;
- "Best Call Centre customer experience of all banks in Qatar 2014" – Ethos Integrated Solutions;
- "Best Islamic Bank in Qatar 2014" – World Finance;
- "Safest Islamic Bank in Qatar 2014" – Global Finance; and
- "Best Islamic Bank – Qatar 2014" – Euromoney Islamic Finance Award.

Strategy

Overall strategy

QIB's vision is to be Qatar's most efficient and customer-centric global Islamic bank by providing clients with leading and innovative solutions which adhere to *Shari'a* and ethical principles whilst also meeting international banking standards. QIB intends to achieve this by:

- within the domestic market, expanding its wholesale banking business with a view to attracting increasing business from the Government and its related entities, modernising its personal banking offering and building its private banking and wealth management businesses;
- internationally, increasing cross-selling between QIB and its subsidiaries and associates, thereby consolidating and optimising the value of its existing international partnerships;
- originating new banking and investment products and solutions within an integrated systems framework and increasing the focus on customer service;
- upgrading its internal management systems, operating processes and general information technology ("**IT**") infrastructure, improving efficiency and productivity and enhancing its corporate governance procedures; and
- focusing on attracting and retaining talented employees and enhancing training to ensure that its employees are able to perform at their highest levels.

QIB's strategic plan consists of:

- maintaining a presence in the local, regional and international markets;
- focusing on profitability for its partners, investors and shareholders;
- enhancing the domestic geographical reach of its products and services by ensuring that its product base satisfies all demographic and economic customer profiles; and
- achieving new strategic alliances and accomplishing expansion of its international activities.

Presence in the local, regional and international markets

Taking advantage of the growth opportunities offered by the local market, Islamic banking has realised significant growth in domestic activities, including the establishment of new Islamic banks. As at 30 June 2015, QIB's assets accounted for approximately 50 per cent. of the total assets of Islamic banks in Qatar and approximately 11.2 per cent. of the total assets of all commercial banks in Qatar. QIB believes that it can increase its market share by attracting new customers who usually deal with conventional banks, by exploiting its international network to enter into international transactions. QIB is pursuing this approach by ensuring its client development team maintains a regular dialogue with Qatar's most high profile clients to ensure that QIB is well equipped to maintain and expand its market share. QIB also intends to continue to leverage its deep-rooted relationships with many of the leading corporates in Qatar.

Focus on profitability whilst maintaining a prudent funding strategy and a sound capital base

QIB remained profitable throughout the global financial crisis. QIB is implementing a transformation programme designed to enhance its profitability. Steps already taken under this programme include an expansion of its wholesale banking offering through:

- enhancing large corporate relationships by systematically identifying and capitalising on opportunities and implementing a new wholesale banking coverage model by designing and applying segmentation criteria and institutionalising cross-selling;
- developing and enhancing its SME business through building a more comprehensive product offering and designing and deploying a new sales and service model; and
- developing a treasury product offering for corporate customers and building a cash management business.

In addition, within its personal banking business QIB has:

- identified new sources of revenue by upgrading its financing and card products, developing new investment and *takaful* products and building a remittance business;
- developed segment specific offerings to appeal to emerging segments (such as affluent customers who do not meet HNWI criteria) and enhancing its private banking offering by establishing dedicated business centres for HNWIs;
- upgraded and rationalised its branch network by designing a new branch operating model, reducing overlap within its existing network and developing a five year branch roll-out plan; and
- developed its alternative distribution channels by strengthening its call centre, internet and mobile banking capabilities and increasing its ATM/CDM network.

Notwithstanding its focus on profitability, QIB intends to maintain a prudent funding policy by increasing the sources of funding available to it and reducing its reliance on short-term customer deposits and also intends to maintain a sound capital base.

Expanding presence in Qatar

QIB intends to expand its presence in the domestic market by opening new branches to reach 36 branches by the end of 2018 and to increase the number of ATM/CDMs to 180 over the same period. QIB has opened branches in strategic locations, such as malls, throughout Qatar to reach a wider group of customers and to offer services outside regular banking hours. QIB has also recently introduced a new business centre branch aimed at HNWIs as well as a new direct sales channel which focuses on the delivery of financial products without the need for the customer to come into a branch. QIB has also recently introduced new products such as the Walady Education Plan (which is a children's education savings plan that has a long term savings and investment plan coupled with *takaful* protection for the parent) and the QIB-Qatar Airways Signature card (for which Global Banking & Finance Review awarded QIB "Best Co-Branded Credit Card Qatar 2014"). QIB believes that widening its product range, investing in new branches and targeting new clients will drive continued growth both in terms of operating income and net profit.

Establishment of strategic alliances and expansion of its international activities

QIB's international expansion strategy focuses on developing its existing UK, Malaysian and Lebanese investments as well as exploring other markets, including Turkey, Oman and Indonesia, which it considers may be attractive expansion possibilities. In particular, QIB intends to develop cross-selling opportunities between itself, QInvest and its three international investments:

- QIB (UK), which was established in the United Kingdom in 2008 and focuses on extending Islamic banking and investment services to the Muslim community in Europe, including France and Germany in particular. QIB owns 99.66 per cent. of QIB (UK);

- AFH, which was the first Islamic bank established in the Lebanon and in which QIB has an effective ownership interest of 99.99 per cent.; and
- AFB, which was established in Malaysia in 2007 and focuses on large investments and corporate finance activities in Malaysia and neighbouring countries which have investment links with the Gulf Co-operation Council ("**GCC**") countries. QIB has an ownership interest of 60 per cent. in AFB.

QInvest focuses on investment banking, asset management and principal investment activities and has offices in Qatar, Saudi Arabia and Turkey. QInvest's strategy is to become a leading Islamic investment bank operating in the Middle East, Turkey, Africa and South and South East Asia.

QIB has also opened a branch in Khartoum, Sudan in July 2013 ("**QIB Sudan**"). This is QIB's first overseas wholly-owned branch. QIB Sudan was established with a start-up capital of U.S.$50 million and provides *Shari'a*-compliant corporate finance and trade finance solutions to large corporates. As at 30 June 2015, QIB Sudan contributes 0.54 per cent. of the total consolidated income of QIB and constitutes 0.28 per cent. of the QIB's total consolidated assets.

Having acquired extensive knowledge and expertise in the Qatari market, QIB aims to continue to develop and originate *Shari'a*-compliant products in other markets and regions where the development opportunities and market dynamics are similar to those QIB has encountered in markets in which it already operates.

Operating Performance and Financial Position

QIB has four reporting segments based on business lines and subsidiary companies in addition to its support functions. The activities of the reporting segments are summarised under "*Overview*" and the segments comprise:

- the **Wholesale Banking Group**, which includes QIB's Contracting and Real Estate division, its Institutional Banking division, its Corporate Banking division and its SME division. The principal customers of the Wholesale Banking Group are institutional investors, corporates, other banks and SMEs;
- the **Personal Banking Group**, which includes QIB's Retail Banking and Private Banking divisions which offer personal banking services to individuals and HNWIs, respectively;
- the **Group Function**; and
- **Local and International Subsidiaries**.

QIB's support functions provide support to all of QIB's businesses and these functions include risk, finance, human resources, IT, internal audit, legal, compliance, construction and engineering and marketing.

Operating Performance

The table below shows the segmental income[(1)] and segmental profit or loss of each of the reporting segments for each of the years ended 31 December 2014 and 31 December 2013 as well as each reporting segment's total assets and total liabilities as at 31 December 2014 and 31 December 2013.

	Wholesale Banking Group	Personal Banking Group	Group Function	Local International Subsidiaries	Total (after elimination and adjustments)[(2)]
			(QAR million)		
As at/year ended 31 December 2014					
Segmental income[(1)]	928.0	934.7	629.2	405.3	2,897.2
Impairment losses	—	—	(238.5)	(31.3)	(269.8)
Segmental profit	716.2	531.7	316	143.7	1,707.6
Total assets	44,073	14,560	33,896	3,577	96,106
Total liabilities and equity of unrestricted investment accountholders[(3)]	32,341	25,924	21,491	2,178	81,935

	Wholesale Banking Group	Personal Banking Group	Group Function	Local International Subsidiaries	Total (after elimination and adjustments)[(2)]
			(QAR million)		
As at/year ended 31 December 2013					
Segmental income[(1)]	749.6	824.9	838.9	112.5	2,525.9
Impairment losses	(9.9)	(35.1)	(263.9)	(60.7)	(369.6)
Segmental profit	521.8	418.9	501.5	(134.1)	1,308.1
Total assets	34,267	12,365	27,470	3,252	77,354
Total liabilities and equity of unrestricted investment accountholders	22,632	23,792	15,489	1,769	63,682

Notes:

(1) Segmental income for the purpose of this analysis comprise of net operating income adjusted for equity of unrestricted accountholders' share from net profit, non-controlling interest, sukuk holders' share of profit and loss from assets held for sale.

(2) There were no eliminations and adjustments in either of the years ended 31 December 2014 or 31 December 2013.

The table below shows the percentage contribution to QIB's segmental income and segmental profit or loss of each of the reporting segments for the year ended 31 December 2014 as well as the percentage contribution of each reporting segment to QIB's total assets and total liabilities as at 31 December 2014.

	Wholesale Banking Group	Personal Banking Group	Group Function	Local International Subsidiaries	Total
			(per cent.)		
As at/year ended 31 December 2014					
Segmental income	32.0	32.3	21.7	14.0	100.0
Impairment losses	—	—	88.4	11.6	100.0
Segmental profit	42.0	31.1	18.5	8.4	100.0
Total assets	45.9	15.1	35.3	3.7	100.0
Total liabilities and equity of unrestricted investment accountholders	39.5	31.6	26.2	2.7	100.0

The table below shows the segmental income and segmental profit or loss of each of the reporting segments for each of the six month periods ended 30 June 2015 and 30 June 2014 as well as each reporting segment's total assets and total liabilities as at 30 June 2015 and 30 June 2014.

	Wholesale Banking Group	Personal Banking Group	Group Function	Local International Subsidiaries	Total (after elimination and adjustments)[(ii)]
			(QAR million)		
As at/year ended 30 June 2015 (unaudited)					
Segmental income[(i)]	543.4	563.4	285.2	238.4	1,630.5[(ii)]
Impairment losses	(22.6)	(12.4)	(133.6)	(0.7)	(169.3)
Segmental profit	406.7	361.6	73.3	107.8	949.4[(ii)]
Total assets	58,902	16,840	36,063	4,243	116,048
Total liabilities and equity of unrestricted investment accountholders	43,319	29,281	24,572	2,759	99,931

	Wholesale Banking Group	Personal Banking Group	Group Function	Local International Subsidiaries	Total (after elimination and adjustments)[(ii)]
			(QAR million)		
As at six months ended 30 June 2014 (unaudited)					
Segmental income[(i)]	465.9	442.2	272.9	245.3	1426.3[(ii)]
Impairment losses	(19.5)	(26.5)	(104.2)	(18.2)	(168.4)
Segmental profit	340.4	222	126	113.4	801.8[(ii)]
Total assets	44,073	14,560	33,896	3,577	96,106
Total liabilities and equity of unrestricted investment accountholders	32,341	25,924	21,491	2,178	81,935

Notes:

(i) Segmental income for the purpose of this analysis comprise of net operating income adjusted for equity of unrestricted accountholders' share from net profit, non-controlling interest, sukukholders' share of profit and loss from assets held for sale.

(ii) There were no eliminations and adjustments in either of the periods ended 30 June 2015 or 30 June 2014.

Set forth below is a brief discussion of QIB's consolidated operating performance for the six months ended 30 June 2015 compared to the six months ended 30 June 2014 and for the year ended 31 December 2014 compared to the year ended 31 December 2013 and of its financial position as at 30 June 2015, 31 December 2014 and 31 December 2013.

Segmental Income for the six months ended 30 June 2015 compared to the six months ended 30 June 2014

QIB's segmental income increased by QAR 204 million (U.S.$56.0 million), or 14.3 per cent., to QAR 1,630.5 million (U.S.$447.9 million) in the six months ended 30 June 2015 from QAR 1,426.3 million (U.S.$391.8 million) in the six months ended 30 June 2014. Each of QIB's reporting segments contributed to this increase as follows:

- segmental income within the Wholesale Banking Group increased by QAR 77.5 million (U.S.$21.3 million), or 16.6 per cent., to QAR 543.4 million (U.S.$149.3 million) in the six months ended 30 June 2015 from QAR 465.9 million (U.S.$128 million) in the six months ended 30 June 2014. This increase was primarily due to an increase in financing revenue and fee income. New financings advanced through the Wholesale Banking Group in the first six months of 2015 led to an increase in the Wholesale Banking Group's financing assets of QAR 14,829 million (U.S.$4,073.8 million) over the period and this significantly contributed to the increase in revenues;
- segmental income within the Personal Banking Group increased by QAR 121.2 million (U.S.$33.3 million), or 27.4 per cent., to QAR 563.4 million (U.S.$154.8 million) in the six months ended 30 June 2015 from QAR 442.2 million (U.S.$121.5 million) in the six months ended 30 June 2014. This increase was primarily due to an increase in net financing revenues and fee income. New financings advanced by the Personal Banking Group during the first six months of 2015 led to an increase in the Personal Banking Group's financing assets of QAR 2,280 million (U.S.$626.4 million) over the period and this significantly contributed to the increase in revenues. This increase was partially offset by the effect of lower profit rates on certain personal financing products mandated by the QCB during the 2015 period. Lower deposit costs in the six months ended 30 June 2015 compared to the corresponding period of 2014 also increased the Personal Banking Group's segmental income within in the 2015 period;
- segmental income within Group Function increased by QAR 12.3 million (U.S.$3.4 million), or 4.5 per cent., to QAR 285.2 million (U.S.$78.4 million) in the six months ended 30 June 2015 from QAR 272.9 million (U.S.$75 million) in the six months ended 30 June 2014. This was primarily due to increased income from foreign exchange income and fee income; and
- segmental income within Local and International Subsidiaries decreased by QAR 6.9 million (U.S.$1.9 million), or 2.8 per cent., to QAR 238.4 million (U.S.$65.5 million) in the six months ended 30 June 2015 from QAR 245.3 million (U.S.$67.4 million) in the six months ended 30 June 2014. The decrease is attributable to a material property gain recognised by one of the subsidiaries in 2014 along with higher investment advisory fees.

Net profit for the period before impairment losses for the six months ended 30 June 2015 compared to the six months ended 30 June 2014

QIB's net profit for the period before tax and impairment losses increased by QAR 148.5 million (U.S.$40.8 million), or 15.3 per cent., to QAR 1,118.8 million (U.S.$307.3 million) in the six months ended 30 June 2015 from QAR 970.3 million (U.S.$266.5 million) in the six months ended 30 June 2014. This reflected increases of 12.7 per cent. and 6.7 per cent. in QIB's general and administrative expenses and depreciation and amortisation costs, respectively.

Net profit attributable to shareholders for the six months ended 30 June 2015 compared to the six months ended 30 June 2014

QIB's net profit attributable to shareholders increased by QAR 169.9 million (U.S.$46.7 million), or 23.4 per cent., to QAR 895.1 million (U.S.$245.9 million) in the six months ended 30 June 2015 from QAR 725.2 million (U.S.$199.2 million) in the six months ended 30 June 2014. In the six months ended 30 June 2015, QIB recorded impairment losses of QAR 169.3 million (U.S.$46.5 million) compared to impairment losses of QAR 168.5 million (U.S.$46.3 million) in the corresponding period of 2014. The impairment losses primarily relate to investments and the financing portfolio. In reporting segment terms, both the Wholesale Banking and Personal Banking segments increased their profit in the 2015 period compared to the 2014 period by 19.5 per cent. and 62.9 per cent., respectively. The Group Function reporting segment's profit fell by 41.8 per cent. in the 2015 period compared to the 2014 period. The decrease is on account of an increase in the cost of deposits along with higher impairment losses on investments in 2015.

Segmental Income for the year ended 31 December 2014 compared to the year ended 31 December 2013

QIB's segmental income increased by QAR 371.3 million (U.S.$102 million), or 14.7 per cent., to QAR 2,897.2 million (U.S.$796 million) in the year ended 31 December 2014 from QAR 2,525.9 million (U.S.$693.9 million) in the year ended 31 December 2013. The relative contributions of each of QIB's reporting segments to this increase were as follows:

- segmental income within Wholesale Banking increased by QAR 178.5 million (U.S.$49 million), or 23.8 per cent., to QAR 928.0 million (U.S.$254.9 million) in 2014 from QAR 749.6 million (U.S.$205.9 million) in 2013. This was primarily due to increased financing revenues and fee income.
- segmental income within Personal Banking increased by QAR 109.8 million (U.S.$30.2 million), or 13.3 per cent., to QAR 934.7 million (U.S.$256.8 million) in 2014 from QAR 824.9 million (U.S.$226.6 million) in 2013. This was primarily due to an increase in financing revenues and fee income. New financings advanced by the Personal Banking Group during 2014 led to an increase in the Personal Banking Group's financing assets of QAR 2,173 million (U.S.$597 million) during the year and this contributed to the increase in revenues.
- segmental income within Group Function decreased by QAR 209.7 million (U.S.$57.6 million), or 25 per cent., to QAR 629.2 million (U.S.$172.9 million) in 2014 from QAR 838.9 million (U.S.$230.5 million) in 2013. This was primarily due to a decrease in investment income from Government sukuk held by QIB; and
- segmental income within Local and International Subsidiaries increased by QAR 292.8 million (U.S.$80.4 million), or 260.3 per cent., to QAR 405.3 million (U.S.$111.3 million) in 2014 from QAR 112.5 million (U.S.$30.9 million) in 2013. This increase was mainly due to improved performances of QIB's subsidiaries.

Net profit before impairment losses for the year ended 31 December 2014 compared to the year ended 31 December 2013

QIB's net profit before impairment losses increased by QAR 299.5 million (U.S.$82.3 million), or 17.9 per cent., to QAR 1,977.4 million (U.S.$543.3 million) in the year ended 31 December 2014 from QAR 1,677.9 million (U.S.$461.0 million) in the year ended 31 December 2013. This reflected increases of 7.8 per cent. and 16.4 per cent. in QIB's general and administrative expenses and depreciation and amortisation costs, respectively.

Net profit attributable to shareholders for the year ended 31 December 2014 compared to the year ended 31 December 2013

QIB's net profit attributable to shareholders increased by QAR 266 million (U.S.$73.1 million), or 19.9 per cent., to QAR 1,601.4 million (U.S.$440 million) in 2014 from QAR 1,335.4 million (U.S.$366.9 million) in 2013. In 2014, QIB recorded impairment losses of QAR 269.9 million

(U.S.$74.1 million) compared to impairment losses of QAR 369.8 million (U.S.$101.6 million) in 2013. The majority of the impairment losses in 2014 were recorded in the second half of the year in the Group Function reporting segment. The impairment losses in 2014 and 2013 principally related to investments and financing assets. In operating segment terms, the Personal Banking segment increased its profit in 2014 compared to 2013 by 26.9 per cent. The Group Function reporting segment recorded a profit of QAR 316 million (U.S.$86.8 million) in 2014 compared to a profit of QAR 501.5 million (U.S.$137.8 million) in 2013. Segmental profit in the Wholesale Banking reporting segment increased by 37.3 per cent. in 2014 compared to 2013 and, the Local and International Subsidiaries reporting segment recorded a net profit of QAR 143.7 million (U.S.$39.5 million) in 2014 compared to a net loss of QAR 134.1 million (U.S.$36.8 million) in 2013.

Financial Position

QIB's total assets increased by QAR 19,941 million (U.S.$5,478.3 million), or 20.7 per cent., to QAR 116,047 million (U.S.$31,881 million) as at 30 June 2015 from QAR 96,106 million (U.S.$26,403 million) as at 31 December 2014 and by QAR 18,752 million (U.S.$5,152 million), or 24.2 per cent., to QAR 96,106 million (U.S.$26,403 million) as at 31 December 2014 from QAR 77,354 million (U.S.$21,251 million) as at 31 December 2013. The principal driver of the increase at 30 June 2015 was due to financing activities which increased by QAR 16,947 million (U.S.$4,656 million), or 28.4 per cent. The principal driver of the increase at 31 December 2014 was due from financing activities which increased by QAR 12,542 million (U.S.$3,446 million), or 26.6 per cent.

QIB's total liabilities and equity of unrestricted investment accountholders increased by QAR 17,996 million (U.S.$4,944.0 million), or 22.0 per cent., to QAR 99,931 million (U.S.$27,453.5 million) as at 30 June 2015 from QAR 81,935 million (U.S.$22,510 million) as at 31 December 2014 and by QAR 18,253 million (U.S.$5,014.6 million), or 28.7 per cent., to QAR 81,935 million (U.S.$22,510 million) as at 31 December 2014 from QAR 63,682 million (U.S.$17,495 million) as at 31 December 2013. The principal driver of the increase at 30 June 2015 was equity of unrestricted investment account holders which increased by QAR 17,702 million (U.S.$4,863.2 million), or 34.4 per cent. The principal driver of the increase at 31 December 2014 was equity of unrestricted investment account holders which increased by QAR 13,587 million (U.S.$3,732.7 million), or 35.9 per cent.

Business Activities

Wholesale Banking Group

QIB's Wholesale Banking Group follows an industry focussed approach with dedicated teams targeting the relevant industries. The Wholesale Banking Group comprises four divisions as follows:

- Corporate Banking I;
- Corporate Banking II;
- Corporate Banking III; and
- Financial Institutions.

QIB's Wholesale Banking Group's financing products include *musawama* (trade finance for local goods), *murabaha* (international trade finance), *istisna'a* (construction and manufacturing finance), *mudaraba* (venture capital finance), *musharaka* (equity participations), *wakala* (agency) and *ijara* (leasing). Additional products include *Shari'a*-compliant letters of credit and guarantees. Financing products are extended on the basis of an analysis of a customer's financial position, the transaction structure and the customer's financial information and supported by various combinations of collateral, including assignments of existing cash flow and/or salaries.

The principal deposit products offered by the corporate banking divisions include current accounts (which can be opened in Qatari riyals, sterling, euro and U.S. dollars), savings accounts and time deposit accounts (in which deposits are held for a fixed term).

Corporate Banking I

The target industry segments for Corporate Banking I are Government-related entities, telecom, media and technology and oil and gas.

This division aims to deliver a comprehensive range of financial solutions and premium services to the Government and to Government-related and other major Qatari companies in the telecom, media and technology and oil and gas sectors. In particular, the division serves the needs of strategic corporate clients. Typically these clients are characterised as having large corporate banking and substantial and on-going investment needs spread across various sectors of the economy. The division also provides comprehensive financial and investment solutions to selected institutional clients.

For the six months ended 30 June 2015 and 30 June 2014, QIB's Corporate Banking I division accounted for 19.8 per cent. and 21.2 per cent., respectively, of the Wholesale Banking Group's segmental income.

Corporate Banking II

The target industry segments for Corporate Banking II are (i) contracting and real estate, (ii) service and trade and (iii) industry.

This division aims to deliver *Shari'a*-compliant corporate financing services to the contracting and real estate segments which are key to the infrastructure led growth plans of Qatar. The contracting and real estate segments provide technical, professional and financial services to Qatar's real estate and contracting sectors. In particular, the division arranges financing for contractors using a range of *Shari'a*-compliant structures and arranges technical and engineering advisory services both to external customers and internally to other QIB divisions.

The division also focuses on customers in the contracting and real estate and the service and trade industries (including those entities servicing Government and semi-Government projects, private construction projects and commercial property projects) and the service companies operating in the transport and communication (for example, aircraft and shipping), industrial, health care, sports, water and electricity sectors.

Finally, this division also focuses on customers in the industry segment. Businesses operating in the industry segment manage banking relationships with large manufacturing companies.

For the six months ended 30 June 2015 and 30 June 2014, QIB's Corporate Banking II division accounted for 37.8 per cent. and 41.3 per cent., respectively, of the Wholesale Banking Group's segmental income.

Corporate Banking III

The target industries in Corporate Banking III are SMEs, individual real estate and general coverage.

The Corporate Banking III division targets the individual real estate industry segment by providing real estate financing to business owners and entrepreneurs. It targets the general coverage industry segment by providing banking services to manufacturing and service related enterprises.

This division also aims to deliver a full range of Islamic banking solutions to the SME sector in Qatar through its 'Aamaly' range of bundled offerings customised for SMEs operating in specific segments such as trade and manufacturing. QIB believes that the SME sector in Qatar offers significant opportunities for the expansion of its customer base and growth in its financing portfolio and has customised its offerings to also cater to the individual financing requirements of SME entrepreneurs. Specific initiatives undertaken by QIB in this sector include participation in the Qatar Development Bank's Al Dhameen programme which aims to finance and assist SMEs to develop into bigger and more successful companies through access to investment funding, working capital and its micro finance programme.

For the six months ended 30 June 2015 and 30 June 2014, QIB's Corporate Banking III division accounted for 38.5 per cent. and 35.1 per cent., respectively, of the Wholesale Banking Group's segmental income.

Financial Institutions

The Financial Institutions division manages QIB's correspondent banking relationships with more than 500 banks worldwide and is mandated to facilitate and develop trade finance solutions for its clients.

For the six months ended 30 June 2015 and 30 June 2014, QIB's Financial Institutions division accounted for 3.8 per cent. and 2.4 per cent., respectively, of the Wholesale Banking Group's segmental income.

Personal Banking Group

QIB's Personal Banking Group focuses on the provision of banking, financing and investment services to individuals in Qatar. The Personal Banking Group is responsible for QIB's delivery channels, including its branch network and electronic banking solutions, as well as its card and *takaful* businesses. The Personal Banking Group comprises a Retail Banking division and a specialist Private Banking division which offers tailored services to HNWIs.

The principal deposit products offered by the Personal Banking Group comprise current accounts, call accounts, savings accounts and time deposit accounts. As at 30 June 2015 and 31 December 2014, QIB held QAR 29,281 million (U.S.$8,044 million) and QAR 25,922 million (U.S.$7,121 million), respectively, of deposits within the Personal Banking Group, representing 72.5 per cent. and 73.2 per cent., respectively, of QIB's total deposits at each date.

The principal financing products offered by the Personal Banking Group comprise a *musawama*, *ijara* and *istisna'a* which are methods of financing the purchase of cars, homes and consumer household items. In addition, the Personal Banking Group offers card facilities such as Visa and MasterCard-branded cards, Visa Electron-branded cards and Hadiyati pre-paid cards. As at 30 June 2015 and 31 December 2014, financing to retail customers amounted to QAR 16,625 million (U.S.$4,567 million) and QAR 14,560 million (U.S.$4,000 million), respectively.

QIB implements credit risk policies consistently for all customers. As part of QIB's credit policy, QIB conducts online credit checks through the Qatar Credit Bureau which shows the number of outstanding financings any potential applicant for retail finance products may have and which also shows whether any applicant is on a watch list or blacklist held by the QCB.

As at 30 June 2015, QIB's real property mortgage-related financing amounted to 23.5 per cent. of the total outstanding retail financing provided by the Personal Banking Group with the balance comprising consumer financing backed by salary assignments and other receivables.

QIB has a wide range of distribution channels, including, as at 30 June 2015:

- 31 branches and offices located throughout Qatar;
- a wide range of electronic banking services and online transactions;
- a call centre which operates 24 hours a day, seven days a week allowing customers to carry out routine banking transactions by telephone at any time;
- an ATM/CDM network comprising more than 165 ATM/CDMs at 30 June 2015; and
- SMS alert services which allow customers to process balance and statement enquiry transactions along with some financial transactions (for example, payment of certain utility bills).

The Private Banking division within the Personal Banking Group provides a range of personal banking services to HNWIs. These services include managing bank accounts, offering investment opportunities and related consultancy services, a mobile banking service for cash deposits and processing remittances. Personalised banking services such as wealth management and personal relationship managers are also available to these clients.

The Private Banking division is expanding the reach and scope of its services by developing tailored delivery channels such as dedicated and exclusive business centres and establishing service areas within branches and using the QIB network to extend need-based integrated financial and investment service from pure banking to wealth management solutions in various asset classes in *Shari'a*-compliant products such as deposits, structured notes, mutual funds, lump sum investments, regular savings plans and *takaful* products.

Group Function

QIB's Group Function reporting segment includes the activities of its Treasury and Investment divisions and a range of central functions. Activities undertaken by the Treasury division, which include managing the investment portfolio, certain funding transactions and certain currency exchange transactions, generate segmental income for the Group Function reporting segment.

Treasury

The Treasury division manages QIB's investment portfolio, its correspondent banking and trade-related activities and its liquidity and asset liability management activities. In particular, the Treasury segment operates through the following sub-segments:

- *Financial Markets*, which is primarily responsible for liquidity management, structured investments, treasury sales, asset and liability management and fund transfer pricing. It invests in third party originated structured products for QIB's own account as part of its investment and liquidity management activities and also offers its own structured products (including Islamic derivatives) designed to meet the specific financing and investments needs of QIB's customers. Financial Markets also provides general financial advisory services to QIB's clients;

- *Capital Markets*, which arranges Islamic financings and *sukuk* financings both for QIB and its clients as well as providing secondary market services in *sukuk*. Capital Markets also manages QIB's portfolio of debt type investments which is discussed further below; and
- *Local Equity*, which manages QIB's portfolio of equity type investments discussed further below.

The Treasury division also manages QIB's financial investments which are all currently classified as either debt type or equity type instruments in accordance with AAOIFI accounting standard, FAS 25. For debt type instruments managed on a contractual profit yield return basis, investments are measured at amortised cost less any provisions for impairment. For all other bases of managing debt type instruments, including held-for-trading, such investments are measured on a fair value basis, with gains and losses arising from fair value changes being booked through the income statement.

For equity type instruments, investments are measured on a fair value basis with the gains and losses arising from changes in fair value being recognised through the equity account. For equity type investments held-for-trading or managed and performance-evaluated internally by management on a fair value basis, such investments are measured on a fair value basis with the gains and losses arising from changes in fair value being recognised through the profit and loss account.

The investments portfolio reported under Group Function as at 30 June 2015 and as at 31 December 2014 are summarised in the table below:

	As at 30 June 2015 (unaudited)	**As at 31 December 2014**
	(QAR million)	
Equity type investments		
Quoted	601	223
Unquoted	1,093	998
Total equity type	**1,694**	**1,221**
Debt type investments		
Quoted	3,107	3,244
Unquoted	12,443	11,489
Total debt type	**15,550**	**14,733**
Total	**17,244**	**15,954**

The quoted equity type investments are all listed on the QE, the Tadawul in Saudi Arabia, the Dubai Financial Market, the Bahrain Stock Exchange, the Damascus Securities Exchange, the New York Stock Exchange, NASDAQ and the Luxembourg Stock Exchange and the quoted debt type investments principally comprise *sukuk* listed on the London Stock Exchange, the Irish Stock Exchange, the Luxembourg Stock Exchange and the Dubai Financial Market. The unquoted equity type investments are principally equity investments in financial institutions, insurance companies and funds across the GCC region and Europe and the unquoted debt type investments are principally QCB's *sukuk* and *murabaha* transactions. As at 31 December 2014, all of the unquoted equity type investments were fair valued. QIB's unquoted debt type investments are recorded on its balance sheet at their amortised cost. All of the investments are *Shari'a*-compliant and are subject to credit approvals which are similar to those applied to QIB's customer financing transactions.

QIB has established a dealing room as a profit centre using a transfer pricing model in order to generate profits from foreign exchange margins (spreads) and arbitrage on foreign exchange spot, forward and swap transactions and utilises tools such as *wa'ad* (unilateral promise foreign exchange forwards) and *muwa'ama* (structured forwards) contracts. A corporate sales desk and a proprietary desk for QIB's investment purposes have been established to supplement these activities.

The Treasury business also manages the local listed share portfolio held by QIB and runs a matched book on interbank money market operations, trade finance, syndications and other structured products through *Shari'a*-compliant financial tools such as *murabaha* and *wakala*. It also employs asset diversification strategies and *Shari'a*-compliant derivative products in hedging the foreign exchange exposures of assets in accordance with directives issued by ALCO.

One of the key functions of the Treasury business is to manage QIB's working capital in accordance with the ratios set by the QCB and to introduce measures that will enable QIB to take advantage of its capital's cost-efficiency by shifting some of its working capital burden to the interbank market.

The Treasury business is involved in acquiring commodities in the international market for commodity *murabaha* transactions with customers for short-term liquidity management.

Investment Division

QIB's Investment division manages QIB's international real estate assets and its relationships with its associates. The Investment division manages the following associate relationships:

Al Jazeera

Al Jazeera provides Islamic consumer financing, including to customers of many local suppliers in Qatar (such as car dealers, furniture retailers, home appliances suppliers, jewellery suppliers and electrical and electronic showrooms). As at 30 June 2015, QIB's effective ownership interest in Al Jazeera was 30 per cent. For the year ended 31 December 2014, QIB's share of Al Jazeera's net profit was QAR 23.7 million (U.S.$6.5 million). Al Jazeera's transactions are monitored for *Shari'a*-compliance by QIB's SSB.

Al Damaan

Al Damaan was incorporated in September 2009 as a *Shari'a*-compliant insurance company. Al Damaan's authorised and paid up capital is QAR 200 million (comprising 2,200 million ordinary shares of QAR 1.00 each). As at 30 June 2015, QIB held a 25 per cent. effective ownership interest in Al Damaan. The principal activities of Al Damaan include the provision of marine, engineering, general accident, vehicle, fire, medical, allied products and labour accident insurance in Qatar.

AFB

AFB was incorporated in Malaysia in 2007. As at 30 June 2015, QIB held an effective ownership interest of 60 per cent. in AFB. Its principal objective is to specialise in corporate and project financing in Malaysia and in the neighbouring countries which have investment links with GCC countries. AFB currently has a representative office in Indonesia.

Local and International Subsidiaries

QIB's Local and International Subsidiaries reporting segment comprises the following domestic and international subsidiaries:

Domestic

Aqar

Realising the importance of the real estate sector as one of the main driving forces of the economy, QIB established Aqar in September 2000 as a joint venture with the primary objective of taking advantage of real estate investment opportunities as they become available. As at 30 June 2015, QIB held 49 per cent. of the shares in Aqar, which is consolidated as a subsidiary on the basis of QIB's control of the Board of Directors.

Whilst QIB primarily finances real estate projects using *istisna'a* based financing arrangements, Aqar focuses on the general acquisition, development and sale of land and real estate properties; the leasing of real estate properties; real estate land and property valuation services; executing feasibility studies for real estate projects; and arranging finance for real estate projects. Aqar owns equity in relevant projects for which QIB also provides financing.

*Durat Al Doha Real Estate Investment and Development W.L.L. ("**Durat Al Doha**")*

Durat Al Doha was established in 2005 with the objective of investing in the Qatari real estate and construction industries and, in particular, to construct and develop residential towers on Pearl Island. As at 30 June 2015, its total assets were valued at QAR 2,566 million (U.S.$704.9 million), of which QAR 2,491 million (U.S.$684.3 million) were still under construction and its current assets were valued at QAR 75 million (U.S.$20.6 million). As at 30 June 2015, QIB held a 39.9 per cent. equity stake in the company.

QInvest

QInvest was incorporated on 30 April 2007 with an authorised capital of QAR 3.64 billion (U.S.$1 billion) and a paid-up capital of QAR 2.73 billion (U.S.$750 million). QInvest is an investment banking firm operating under *Shari'a* principles and based in the QFC. As at 30 June 2015, QInvest's total assets were QAR 3,871 million (U.S.$1.063 billion). QInvest focuses on investment banking, asset management and principal investment activities and has offices in Qatar, Saudi Arabia and Turkey. These services complement those offered by QIB to large and Government-related companies in Qatar.

As at 30 June 2015, QIB held a 50.13 per cent. interest in QInvest, which is consolidated as a subsidiary on the basis of QIB's control of the Board of Directors.

International

QIB (UK)

QIB (UK) was incorporated in 2008, in the United Kingdom, and was granted a licence to operate in the United Kingdom by the UK Financial Conduct Authority on 29 January 2008. As at 30 June 2015, it had total assets of U.S.$491 million and was 99.66 per cent. owned by QIB. Its main objective is to extend Islamic banking and investment services to the Muslim community in Europe including, in particular, the United Kingdom, France and Germany. QIB (UK) manages a range of investments in key sectors such as real estate.

AFH

AFH was established in 2004 in Lebanon by a group of strategic partners from Qatar and other GCC countries with a capital of U.S.$60 million. As at 30 June 2015, QIB held an effective 99.99 per cent. ownership interest in AFH. AFH was the first Islamic (commercial and investment) bank to operate in Lebanon and its key objective is to expand the utilisation of Islamic financial services and products. It offers a wide range of corporate and retail banking services based on Islamic *Shari'a* principles and, as at the date of this Base Prospectus, operates with a network of six branches across Lebanon. It also serves the banking requirements of Qatari and other GCC nationals who travel to Lebanon for investment, economic, tourism, educational or health care purposes.

Competition

The Qatari banking market is becoming increasingly competitive and as at 31 December 2014 comprised 18 banks, including four Islamic banks, one industrial bank and branches of subsidiaries of seven foreign banks. The foreign bank branches and subsidiaries focus mainly on trade finance, foreign currency operations and state-related business. Foreign bank participation in public sector financing has had a significant effect on margins which has led QIB to focus on other higher margin areas.

Qatar's foreign banks compete for the same business as the local banks but operate under certain restrictions. The lending limits of foreign banks are based on their local capital base. However, foreign banks have traditionally obtained a guarantee from their head offices when credits exceed their legal lending limits.

Some foreign multinational banks have started to increase their presence in the fast-developing Qatari market, and some have, or plan to, set up offices in the QFC to target the financing of infrastructure projects in Qatar. QFC-registered banks are currently subject to restrictions on their local banking activities and, as a result, they cannot open full service branches, and cannot deal with retail customers in Qatar without prior authorisation from the Qatar Financial Centre Regulatory Authority (the "**QFCRA**"). See "*Banking Industry and Regulation in Qatar*".

QIB's principal competitors in Qatar in the Islamic banking sector are Masraf Al Rayan Q.S.C. and Qatar International Islamic Bank Q.S.C.

Insurance

QIB maintains insurance policies and coverage that it deems appropriate. This includes a financial institution's blanket bond covering standard risk including electronic equipment and professional indemnity cover. QIB maintains standard property insurance for all premises and appropriate terrorism insurance. Electronic equipment is insured separately.

QIB reviews its insurance coverage on an ongoing basis and believes the coverage to be in accordance with industry practice in Qatar.

Information Technology

QIB has implemented technology upgrades in recent years, developing its IT data centre into one that offers electronic banking services, enhanced security features, upgraded global networking and high performance connectivity among branches. The IT data centre was established in order to secure a developed IT environment that allows QIB to present new electronic banking services, strengthen its IT platform, link the branch networks together and provide communications solutions with local and global banks. The IT data centre is located at QIB's head office. QIB recently received the ISO 27001 certification for banking information security from the International Organisation for Standardisation (ISO) which highlights QIB's commitment to information security, operations and general IT security procedures. QIB was the first bank in Qatar to obtain the Business Continuity Certification BS25999.

As in previous years, QIB continues to invest in IT projects to improve customer service, straight-through processing, strengthen security (such as supervision and safety) and in its disaster recovery. QIB undertakes daily and other periodic data back-ups which are stored at its disaster recovery site.

QIB is currently undertaking a major IT transformation program to migrate its existing platform to a more advanced and user-friendly core banking platform to support QIB's growth plans, enhance customer experience and improve efficiency.

MANAGEMENT AND EMPLOYEES

QIB is domiciled and registered in Qatar as an Islamic bank under the regulatory oversight of the QCB. This section sets out QIB's organisational structure at the date of this Base Prospectus. QIB's executive management currently comprises a Board of Directors, an Executive Committee (the "**EC**") and a number of appointed Board and Management Committees.

The Board of Directors

The Board of Directors oversees the conduct of QIB's business and is primarily responsible for providing effective governance, including the appointment of executive management, approval of business strategies, approval of the annual budget, evaluation of QIB's performance and implementation of an appropriate control framework to address the major risks faced by QIB. The Board of Directors meets at least six times a year and comprises nine members (the "**Directors**"). The Board of Directors met ten times during 2014.

Name	Positions	Appointment/Election
Sheikh Jassim Bin Hamad Bin Jassim Bin Jabr Al Thani	Chairman of the Board since April 2005 and Board member since June 2004. Chairman of QInvest. Chairman of QIB (UK). Member of the Board of Directors of Qatar Navigation Company (Milaha). Member of the Board of Directors of QIC. Member of the Board of Directors of Al Damaan Islamic Insurance Co. (Beema). Member of the Board of Directors of Al Merqab Capital Company. Member of the Board of Directors of Credit Suisse Group AG.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Abdullatif Bin Abdulla Al Mahmoud	Vice Chairman since February 2014 and a Board member since April 1996. Board member of the Social Development Centre (Qatar Foundation). Board member of Al Damaan Islamic Insurance Co. (Beema). Board member and Chairman of Retaj Marketing and Project Management Co. Board member and Chairman of Al Mada'en Investment and Development Co. Board member of B5 Company. General Manager of Al Sharq Printing and Distribution Co.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Issa R. Al Rabia Al Kuwari	Board member since April 2002. Member of QIB's Audit, Risk and Compliance Committee. He holds a number of political posts, including Deputy Chairman of Qatari Shura Council and committee memberships within the Ministry of Interior and the Ministry of Municipal Affairs and Agriculture. Board member of Aqar.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Mohamed Bin Issa Al Mohanadi	Board member since 1996 and Chairman of the Audit, Risk and Compliance Committee and Member of the Nomination and Remuneration Committee. Board member of Qatar Telecom (Ooredoo). Managing Director of Al Jazeera.	Appointed by election at the general assembly meeting held on 24 February 2014.

Name	Positions	Appointment/Election
Mr. Abdul Rahman Abdulla Abdul Ghani Nasser	Board member since April 1996. Member of QIB's Executive Committee. Board Member of Al Jazeera. Board member of Qatar Industrial Manufacturing Co. Board member of United Development Co. Chairman of Qatar Drilling Co. Chairman of Abdullah Abdul Ghani & Bros. (Toyota) and Abdullah Abdul Ghani & Sons Trading & Contracting group.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Mansour Mohamed A. Fattah Al Musleh	Board member since April 1996. Member of the Executive Committee and Zakat Committee. CEO of Aqar. Board member of Al Jazeera. Chairman of Al Andalus Private Schools. Chairman of the Board of Trustees, Mayfair Islamic Centre, London.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Abdulla Bin Saeed Al Eidah	Board member since April 2005 and member of the Audit & Risks Committee and Nomination and Remuneration Committee. General Manager of Borouq Investment. Deputy Chairman of Al Sailiya Club.	Appointed by election at the general assembly meeting held on 24 February 2014.
Mr. Nasser Rashid S. Al-Kaabi	Board member since March 2008 and Head of the Nomination and Remuneration Committee. Member of the Shura Council, Member of the Advisory Body of the GCC Supreme Council. Vice Chairman of Qatar Industrial Manufacturing Co. Board member of Gulf Cement Co. Vice Chairman of the National Agricultural and Food Manufacturing and Marketing Co. Board member of Qatar Islamic Insurance Co. Chairman of Qatar Sand Treatment Plant Co. Chairman of Al Sharma'a Readymix Concrete Co. Board member of National Agricultural and Food Manufacturing and Marketing Co. Board member of Al Suraia Group Company and Vice Chairman of the Board of Trustees of the Qatar Diabetic Society, a subsidiary of Qatar Foundation.	Appointed by election at the general assembly meeting held on 24 February 2014.
Sheikh Ali Bin Ghanem Bin Ali Al Thani	Board member since February 2014. Chairman of Ali Bin Ghanem Al Thani Group. Vice Chairman of Ghanem Holding Co. Board member of Doha Insurance Company. Board member of Salam International and Deputy Chairman of Gulf Investment Group.	Appointed by election at the general assembly meeting held on 24 February 2014.

Board Committees

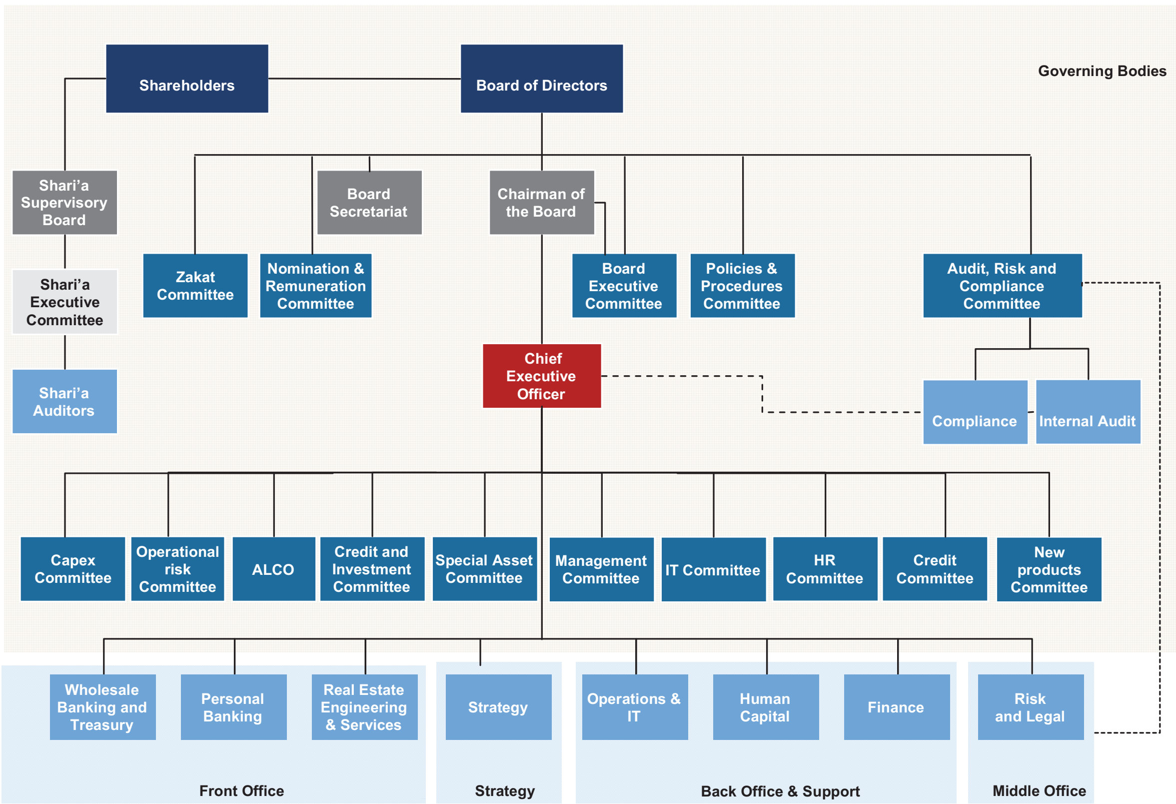
Each of the Committees is appointed by the Board of Directors and each Committee elects its own Chairman. QIB's principal Board committees are set out below:

Committee	Key purposes/responsibilities
Executive Committee (the "EC") (five members of the Board of Directors and the Group Chief Executive Officer). The EC held two meetings during 2014.	• Coordinates the activities of all divisions and subsidiaries and discusses common issues related to QIB. • Supports the implementation of QIB's strategy and vision.

Committee	Key purposes/responsibilities
	• Approves credit facilities, which are above the authorised limit set for management, up to the Executive Committee limit delegated by the Board of Directors. • Authorises the individual transactions and sectoral limits which fall within the authorities delegated to the Executive Committee by the Board of Directors. • Approves and recommends action to be taken on impaired financings in line with (i) the delegated limits and authorities approved by the Board of Directors and (ii) QCB regulations.
Audit, Risk and Compliance Committee (three members of the Board of Directors). The Audit, Risk and Compliance Committee held five meetings during 2014.	• Reviews financial controls, internal controls and QIB's risk management framework and systems. • Reviews the accounting principles and significant management assumptions underlying financial statements. • Reviews annual financial statements, and considers whether they are complete in all aspects. • Reviews interim financial reports with management and the external auditors, before filing them with regulators. • Reviews and coordinates resolution of any disagreements between management and internal or external auditors. • Establishes the risk appetite of QIB and monitors the overall portfolio and risk management and policies profile for compliance with directives. • Reviews and approves the charter, plans, activities, staffing and organisational structure of the Internal Audit department and the Compliance department. • Reviews and approves the appointment, replacement or dismissal of the audit personnel and external auditors as well as their remuneration. • Reviews the effectiveness of the system for monitoring compliance with laws and regulations.
Policies and Procedures Committee (four members of the Board of Directors). The Policies and Procedures Committee held four meetings in 2014.	• Studies, prepares and develops strategies, objectives, policies, systems, plans, budgets and work procedures manuals. • Ensures that QIB's policies and practices are conducted in accordance with established and approved business operating standards. • Reviews the operating efficiency of the various functions within QIB and measures the alignment of functional procedures with corporate objectives and business procedures. • Monitors QIB's quarterly performance against strategy, business plan and budget. • Refers deviations of policies and procedures from required standards to management for action. • Develops QIB's corporate and social responsibility strategy.

Committee	Key purposes/responsibilities
Nomination and Remuneration Committee (three members of the Board of Directors). The Nomination and Remuneration Committee held 2 meetings in 2014.	● Develops a remuneration framework to attract, retain and motivate staff, management and a board of directors of the highest calibre. ● Reviews bonus arrangements recommended by the Group Chief Executive Officer for senior management within QIB. ● Approves the design of, and determines targets for, any performance related pay schemes operated by QIB and approves the total annual payments. ● Recommends proposed levels of remuneration to the Board of Directors and ensures that contractual terms on termination, and any payments made, are fair to any individual whose contract is terminated.
Zakat Committee (three members of the Board of Directors). The Zakat Committee held four meetings in 2014.	● Promotes interdependence and integration among the Muslim community by distributing zakat contributions to organisations in the fields of humanitarian aid and general development. ● Develops good relations with charitable humanitarian aid groups and institutions that provide assistance in general development. ● Develops QIB's zakat collection and disbursement policy and ensures appropriate standards of accountability are observed.

The following chart sets out QIB's organisation structure as at the date of this Base Prospectus:



Executive Management

QIB's executive management team is responsible for the overall day-to-day management of QIB. The team is led by the Group Chief Executive Officer, Mr. Bassel Gamal who was appointed by the Board of Directors in February 2013.

The executive management team comprises the following members:

Name	Position
Bassel Gamal	Group CEO
Rakesh Sanghvi	Group Chief Risk Officer
Gourang Hemani	Chief Financial Officer
Constantinos Constantinides	Chief Strategy Officer
Giles Cunningham	Chief International Officer
Tarek Youssef Fawzi	General Manager, Wholesale Banking group
Dorai Anand	General Manager, Personal Banking group
Salah Al Hail	General Manager, Real Estate group
Khalifa Al Mesallam	Assistant General Manager, Human Capital group
Krishna Kumar	Chief Operating Officer, Operations & IT

Biographies

Below is a brief summary of the main experience of QIB's key senior management:

Mr. Bassel Gamal – Group CEO of QIB: Mr. Bassel Gamal assumed his current position as Group Chief Executive Officer in February 2013.

Mr. Gamal is a senior banking executive with over 22 years of experience in the banking and finance industry. He started his career and worked for over a decade at Commercial International Bank (Chase National Bank) in Egypt. Prior to joining QIB, Mr. Gamal was the CEO of Ahli Bank in Qatar and prior to that Senior Deputy Group CEO – Banking Group of Ahli United Bank Group in Bahrain.

Mr. Rakesh Sanghvi – Group Chief Risk Officer: Mr. Sanghvi is a chartered accountant (FCA) from the Institute of Chartered Accountants of India. He has over 24 years of experience in risk, corporate banking and finance with leading audit firms and banks in the region.

Mr. Gourang Hemani – Chief Financial Officer: Mr. Hemani has 22 years of accounting and finance experience with international banks and with leading audit firms. Mr. Hemani started his career with PriceWaterhouse Coopers in India and progressed through Standard Chartered Bank in India followed by a long career with Banque Saudi Fransi in Saudi Arabia handling various roles including Asset Liability Management, Treasury Middle Office and Financial Planning. Mr. Hemani's last assignment, prior to joining QIB, was with Banque Saudi Fransi as Deputy Chief Financial Officer. Mr. Hemani is a CFA Charter holder, Financial Risk Manager (FRM) and Chartered Accountant from India.

Mr. Constantinos Constantinides – Chief Strategy Officer: Mr. Constantinides joined QIB as Chief Strategy Officer to lead its transformation programme. Prior to that Mr. Constantinides held senior roles at Al Rajhi Bank for eight years, including General Manager of Strategy (where he was responsible for business development and regional expansion) and Deputy General Manager of Retail Banking. As a management consultant with Accenture for seven years, Mr. Constantinides led several strategic initiatives for European banks and financial institutions. Mr. Constantinides holds an MBA in International Strategy from the University of Birmingham.

Mr. Giles Cunningham – Chief International Officer: Mr. Cunningham has 22 years of international experience in banking and finance with leading institutions in the MENA region and the UK. Mr. Cunningham has worked with organisations such as Lloyds TSB, General Insurance and Zubair Corporation in Oman in senior roles including CEO – Middle East and Managing Director – International Retail Banking & International Strategy. Mr. Cunningham's last assignment, prior to joining QIB, was with Lloyds Banking Group as Senior Strategy & Advisor – Wealth & International Banking. Mr. Cunningham holds a BA (Hons), ACIB and MBA from Sheffield Hallam University.

Mr. Tarek Youssef Fawzi – General Manager of QIB's Wholesale Banking Group: Mr. Fawzi joined QIB as General Manager of the Wholesale Banking Group in 2014. Mr. Fawzi is a senior banking executive with over 32 years of international experience, predominantly in corporate banking, investment and treasury, with international and regional banks. He holds a Bachelor of Economics and Business Administration from The American University in Cairo. Mr. Fawzi started his banking career with Arab African International Bank in Egypt and worked for leading banks such as Chase International Bank, Misr America International Bank, Burgan Bank, Kuwait, National Bank of Oman and Mashreq Bank, UAE. Prior to joining QIB, Mr. Fawzi was CEO and Country Head of Mashreq Bank, Egypt.

Mr. Dorai Anand – General Manager of QIB's Personal Banking Group: Mr. Anand has over 20 years' experience in the banking industry, particularly in retail banking, consumer assets business, customer service and operations. Mr. Anand has held various senior management roles with leading conventional and Islamic banks. Most of his career was spent with Citibank. For the eight years prior to joining QIB, Mr. Anand was with Al Rahji Bank in Saudi Arabia and prior to that Mr. Anand was General Manager – Retail Banking Group with Al Rahji Bank. Mr. Anand holds an MBA from Bharathiar University.

Mr. Salah Al Hail – General Manager of QIB's Real Estate group: Mr. Al Hail has over 20 years' experience working with financial organisations. Prior to joining QIB, Mr. Al-Hail spent nearly ten years with QNB, the largest bank in Qatar. His duties there included managing a team of staff in the areas of project management, purchasing and procurement, security and safety and real estate management. Prior to his tenure at QNB, Mr. Al-Hail worked on Qatar's Physical Development Plan as well as other key infrastructure and development projects in the country.

Mr. Khalifa Al Mesallam – Assistant General Manager of QIB's Human Capital group: Mr. Mesallam has around 14 years of banking experience, in retail banking and human capital management with leading international and regional banks. He started his banking career with HSBC Qatar in the retail banking division and progressed to various lead roles in customer service, branches and human resource quality control. He also held leading positions in retail banking in Commercial Bank of Qatar. Prior to joining QIB, he was Group Recruitment Manager with Al Khaliji Bank. He joined QIB in 2011 as Head of Talent Acquisition and Manpower Planning, a division within the Human Capital Group, from which he progressed to his current role.

Mr. Krishna Kumar – Chief Operating Officer, Operations and IT: Mr. Kumar is a senior banking executive with over 24 years of experience in corporate, retail, service quality, operations, IT and support functions. He started his banking career with Standard Chartered Bank in India and worked for leading banks such as HSBC in India, Times Bank in India, Commercial Bank of Kuwait, National Bank of Dubai, Ahli Bank in Qatar and National Bank of Egypt. He holds an MBA in Marketing and Finance from XLRI, Jamshedpur India and a Bachelor of Technology (Mechanical) from College of Engineering, Trivandrum, India. Mr. Kumar has also completed the Advanced Management Program at Harvard Business School.

The registered office and headquarters of QIB, including its Directors and the members of its executive management team, are at Grand Hamad Street, P.O. Box 559, Doha, Qatar (telephone: +974 4440 9409).

There are no interests of the Directors or members of its executive management team in transactions which are or were unusual in their nature or conditions or significant to the business of QIB. QIB is not aware of any potential conflicts of interest between the duties owed by the Directors and members of the executive management team to QIB and their private interests or other duties.

Executive Management Committees

QIB has a number of executive management committees whose purpose is to assist the Group CEO in performing his duties. Each committee has a required quorum and resolutions are passed by a majority of the votes cast except in the cases of (i) the Credit Committee, which requires unanimity, and (ii) the Credit and Investment Committee, which requires approval of the Chairman of the committee (the Group CEO) in addition to a majority vote. The executive management committees include:

Management Committee	● Ensures that all actions undertaken support QIB's vision, purpose and aims.
	● Establishes fundamental values, ethical principles and the strategic direction in which QIB operates.
	● Monitors and evaluates all areas of QIB's performance.
Asset Liability Management Committee	● Monitors and reviews the performance of QIB's treasury activities, including banking and trading book

portfolios, in terms of profitability, credit performance, volatility, volumes and other risks.

- Monitors and reviews QIB's management of liquidity risk, including capital position, pricing of funding and deposits, and liquidity contingency plans.
- Monitors and reviews QIB's management of foreign exchange risk.
- Reviews the introduction of new treasury products across QIB.
- Ensures compliance of QIB entities with treasury limits and ratios (i.e. mismatches and excesses) that have been approved by the Board of Directors, senior management, the QCB or any applicable foreign regulator.
- Reviews information on movements of market interest/profit and foreign exchange rates both national and international, macroeconomic and political developments and competitors' actions, which may affect QIB's funding, liquidity, profitability or market share.
- Oversees QIB's intergroup transfer pricing policy for cost of funds allocation within the management information system.
- Establishes and amends QIB's base rates applicable to each entity and related changes in deposits and risk asset profit rate structures.

Credit and Investment Committee

- Oversees, on a day to day basis, all matters relating to credit risk, including credit and investment policy interpretation and application, exposure portfolio monitoring and country limits.
- Reviews and manages risk asset policies, approvals, exposures and recoveries related to credit, operational and compliance risks.
- Acts as a general forum for discussions of any aspect of risk or potential risks facing QIB which could result in reputational or financial loss to QIB. It also oversees the operations of the Operational Risk Committee and the Special Assets Committee.
- Approves all credit requests (including any changes in tenor, pricing, securities and conditions) as per its (domestic and international) credit approving authority matrix.
- Reviews the adequacy of credit risk controls and the standard and quality of reporting to the Board of Directors.
- Approves or declines financing facilities within its delegated authority.
- Monitors and reviews country exposures across QIB.
- Monitors and reviews financing compliance by QIB with QCB regulations, applicable local regulations and policies set by the Board of Directors.
- Reviews the introduction of new credit products and new investment products across QIB.
- Approves purchases/sales of investments within delegated authority and related accounting.

	• Ensures that local and foreign investments are considered in line with the parameters set by the Board of Directors and embedded as part of QIB's operational processes. • Monitors and reviews the performance of all investment activities across QIB in terms of profitability, financial performance, risks and volumes. • Ensures compliance with investment limits and ratios approved by the Board of Directors, QCB, foreign regulators or senior management.
Information Technology Committee	• Monitors the development and continuing support of information systems across QIB, the integration of such systems and management information and systems (MIS) reporting. • Reviews and prepares plans for the development of information technology across QIB in the short and long term. • Supervises the development and revision of information technology policies and monitors the progress of all information technology projects.
Human Resources Committee	• Ensures effective human capital management across QIB and that appropriate policies and procedures are in place. • Leads QIB's recruitment, retention, selection and assessment processes.
*Capital Expenditure ("**CAPEX**") Committee*	• Evaluates large capital expenditure requests and provides recommendations for approval by the Group CEO or Executive Committee (Board of Directors). • Evaluates, depending on the prevailing delegation of authority, the business case presented by each group of QIB for large capital expenditures, which includes review of the cost-benefit analysis, vendor selection criteria and process and an assessment of alternative options for all such expenditure proposals.
Credit Committee	• Responsible for approving credit up to a maximum predetermined 'One Obligor Total' and non-strategic investments up to certain prescribed limits. • Endorses changes to credit and investment policy for approval of the Board of Directors and approves credit and non-strategic investments. • Monitors and reviews investments' performance and issues and approves credit requests. The Credit and Investment Committee is responsible for reviewing and evaluating the investment policies and ensuring compliance with QIB's credit policy.
Special Assets Committee	• Manages problematic finance as well as investments, including QIB's subsidiaries. • Reviews and approves recommendations made by the relevant business lines and instructs necessary actions on restructuring of non-performing finance and investments (such as re-scheduling repayment, early settlement and profit rebates, selling part or full guarantees for repayment and proposing granting of additional financings).

	● Reviews and recommends write-offs and provisioning to approving authorities, i.e. the Board of Directors and the QCB.
Operational Risk Committee	● Oversees and ensures the efficient and effective management of QIB's operational risks.
	● Prepares and consolidates operational risk losses reports as well as action plans to mitigate deficiencies in controls.
	● Reports to the Board of Directors with a summarised account of QIB's risk and risk management activities. The committee's mandate also includes approving and reviewing risk assessments and QIB's risk and control self-assessments deployment plan, results and action plans.
New Products Committee	● Oversees performance of QIB's businesses through product and service development initiatives, including reviewing and approving plans, QIB's standard tariff table, pricing, fees and cross-sell targets.
	● Monitors the implementation of all projects related to the development and roll-out of products and services as well as enhancements to existing products and services.

Shari'a Supervisory Board

The General Assembly of QIB appoints the SSB which must consist of at least three members who are experts in Islamic jurisprudence. The SSB may include an expert in the field of Islamic Financial Institutions who also has knowledge of Islamic jurisprudence. Members should not hold positions of responsibility in QIB other than as part of the SSB; they should be independent. This policy is part of QIB's Corporate Governance Policy. The SSB currently meets at least four times each year and consists of:

- His Eminence Sheikh Walid Bin Hadi (Head of Executive Committee);
- Professor Abdul Sattar Abou Ghodda (Member); and
- Dr. Mohammed Ahmaine (Administrative Member).

As outlined above, the primary function of the SSB is to review QIB's proposed transactions and activities and issue fatwas that approve or reject such proposed transactions or activities for compliance with Islamic *Shari'a*.

The SSB provides advice to all of QIB's departments with regards to any of its business activities. In addition, the SSB deals with enquiries received from third parties regarding QIB's business, whether such third parties are local or international and whether they are involved in the *Shari'a*-compliant investment sector or not.

QIB is bound by the resolutions and fatwas of the SSB. The SSB may suspend or reject any activity or procedure that is not compliant with *Shari'a* principles. The SSB may propose remedies to address any violation of the *Shari'a* principles. Any income that may be received from non-*Shari'a* compliant sources is not recognised as profit. If an investment is deemed non-*Shari'a* compliant, QIB may be required to sell or otherwise dispose of its interest in such investment, with proceeds from such disposal to be donated to a designated charity acceptable to QIB and the SSB.

In addition to the SSB, QIB has a dedicated internal *Shari'a* Audit Department, which continually examines, monitors and reports on QIB's activities for *Shari'a* compliance.

Through its direct monitoring and QIB's internal *Shari'a* Audit Department, the SSB ensures that QIB's activities and investments do not constitute any of the following:

- involvement in unlawful entertainment, such as casinos, gambling, cinema, music and pornographic materials;
- involvement in hotels and leisure companies that provide any of the above products or services; and

- any other activity deemed to be in contradiction of the *Shari'a* rules and principles.

Employees

As at 30 June 2015, QIB had 899 employees on a full-time basis and 171 outsourced employees on yearly contracts, including call centre agents and direct sales agents. QIB's goal is to be the employer of choice in Qatar. All QIB employees are provided with life and health insurance coverage. Dependants of QIB employees who are entitled to family benefits also receive health insurance coverage.

QIB employees with Qatari citizenship benefit from a pension scheme. Both Qatari and non-Qatari national employees are also covered by end of service benefits, which are provided for on the basis of each employee's salary and length of service at each reporting date.

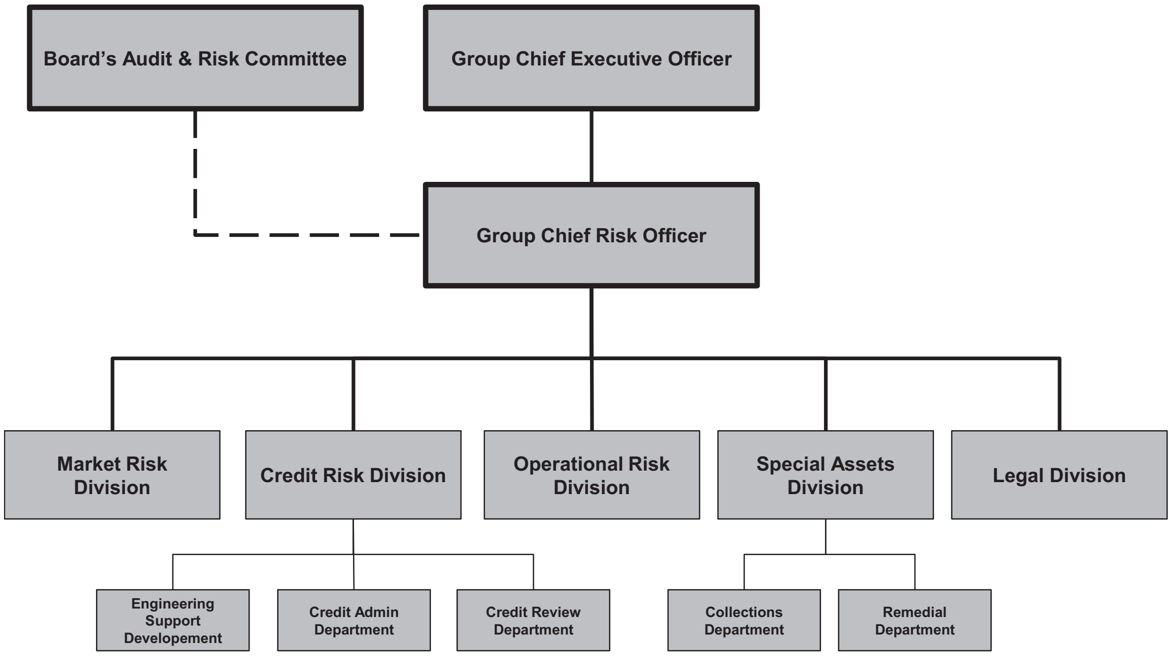
As at the date of this Base Prospectus, Qatari nationals represent approximately 27 per cent. of QIB's workforce, which is more than the 20 per cent. required under Qatari law. Approximately 74 per cent. of QIB's branch managers are Qatari nationals. QIB's objective is to increase the number of Qatari nationals in its workforce to 40 per cent. over the next five years. QIB has implemented Qatari national development and sponsorship programmes by implementing a plan of sponsoring ten students every year, with the aim of developing young Qatari nationals with technical and professional skills. QIB also provides summer internship training to students from leading universities in Qatar who are Qatari nationals.

RISK MANAGEMENT

Overview

QIB is exposed to different types of risks in its normal course of business, including credit risk, liquidity and funding risk, market risk, equity investment risk, profit rate risk, business continuity risk, operational risk and compliance and/or reputational risk from its use of financial instruments. The role of the Risk Group is to manage QIB's risks by seeking to ensure that its business activities and transactions provide an appropriate balance of return for the risk assumed and remain within QIB's risk appetite, which is collectively managed throughout the organisation by adherence to QIB's Enterprise Risk Management Framework. An important component of the Enterprise Risk Management Framework is to ensure that significant risks which are evolving or emerging risks are appropriately identified, managed and incorporated into QIB's existing Enterprise Risk Management Framework. This ensures that management is proactive in its assessment of risks relevant to QIB. The Risk Group is therefore responsible for managing the overall quality of QIB's assets, continuously monitoring QIB's portfolio and taking corrective action as and when required.

An overview of QIB's risk management structure is set out below.



QIB continues to strengthen its risk assessment procedures by employing skilled risk officers and by introducing and implementing new procedures and systems such as automated risk management solutions which includes a Basel III calculation engine, automated assets and liability management software and automated operational risk management software.

QIB believes that the measures adopted to monitor and control credit and counterparty risks have enabled it to contain these risks within acceptable limits and ensure that its portfolio does not presently contain any counterparty, obligor or other similar exposure that may result in a loss that is above the acceptable level approved by the Board of Directors.

QIB views risk management as an integral part of the management of its activities. Risk is assessed by reference to acceptable thresholds which are set at the Board and risk committee levels according to a comprehensive risk appetite and framework statement.

The Board of Directors has overall responsibility for the establishment and oversight of QIB's risk management framework. The Board of Directors evaluates risk in co-ordination with the Group Chief Executive Officer and various board and management committees. These committees are responsible for formulating QIB's risk management policies, while the implementation of such policies is carried out by the Risk Group, headed by the Group Chief Risk Officer. For a brief outline of the role and responsibilities of each committee, see "*Management and Employees*" above.

Policies and Standards

QIB's financing principles are laid out in a series of corporate policies, standards, guidelines, directives and procedures, all of which are reviewed on a regular basis to keep them current and appropriate to QIB's risk limits. The structure, limits, collateral requirements, ongoing management, monitoring and reporting of QIB's credit exposures are all governed by these financing principles.

In summary, the principles provide that:

- all credit facilities and investments must meet in principle the *Shari'a* guidelines, the QCB regulations and should be in line with QIB's internal policies;
- all credit facilities and investments should be risk-rated based on QIB's internal risk rating guidelines;
- all credits as well as investments must be approved by an authorised officer and/or committee in accordance with QIB's authority matrix;
- QIB must avoid speculative business and any focus on a sector or industry should be based on stable outlooks; and
- as directed by the Board of Directors and management, all credit facilities and investments made must be targeted to ensure QIB is able to limit its concentrations, reduce volatilities in the portfolio, achieve optimum earnings and manage liquidity.

Credit Risk

Credit risk is the risk that a customer or counterparty to a financial asset fails to meet its contractual obligations and causes QIB to incur a financial loss. It arises principally from QIB's financing activities.

QIB's credit risk management framework includes:

- the establishment and maintenance of an authorisation structure and limits for the approval and renewal of credit facilities;
- reviewing and assessing credit exposure in accordance with an authorisation structure and limits, prior to facilities being approved and committed to customers. If any authorising body is not unanimous in approving a credit proposal, the proposal is referred to a higher authorising body or rejected if there is no higher body. Renewals and reviews of facilities are subject to the same review process which consists of preparing a credit application to the relevant authority within QIB;
- diversification of financing and investment activities based on guidelines from the QCB and the risk appetite framework approved by the Board of Directors and executive management;
- ensuring that credit quality is not compromised for growth, employing policies and tools which use QIB's credit risk rating and scoring systems and pricing appropriately for the credit risk taken;
- limiting any concentration of exposures to industry sectors, geographic locations and counterparties; and
- reviewing compliance policies on an ongoing basis (in accordance with ratios set by QCB guidelines), with agreed exposure limits relating to counterparties, industries and countries, and reviewing limits in accordance with QIB's overall risk management strategy and market trends.

The Credit and Investment Committee and the Board of Directors are responsible for approving high value credits and for the formulation of credit policies and processes in line with growth, risk management and strategic objectives.

In addition, QIB manages its credit exposure by generally obtaining security where appropriate and limiting the duration of exposure. Generally, facilities are fully secured by tangible assets in accordance with Islamic standards. The Risk Group is responsible for monitoring the limits set by the QCB such as LTV (60 per cent. at the day of authorising the limit), financing repayment to income limits (50 per cent. at the day of authorising the limit) and real estate financing caps.

Regular audits of business units and group credit processes are undertaken by the Internal Audit and Compliance departments.

Exposure to credit risk and provisioning

QIB's total credit risk exposure (including contingent liabilities and off balance sheet exposures) as at 31 December 2014 and 31 December 2013 was QAR 105,706 million (U.S.$29,040 million) and QAR 81,648 million (U.S.$22,431 million), respectively. QIB measures its exposure to credit risk using the gross amount of the financial assets concerned and deducting amounts offset, profit suspended, profit deferred and any impairment losses. Further details on QIB's exposure to credit risk are included in note 4(b) to the 2014 Financial Statements.

QIB monitors concentration of credit risk by industry sector and by geographic location. The following table sets out QIB's customer financing portfolio as at 31 December 2014 and 31 December 2013 classified by type, by sector and by customer type.

	As at 31 December	
	2014	**2013**
	(QAR million)	
By Type		
Murabaha	36,182	26,762
Musawama	13,768	12,071
Ijarah Muntahia Bittamleek	14,839	12,333
Istisna'a	809	1,229
Mudaraba	472	198
Others	569	335
Total financing assets	66,639	52,928
By sector		
Government and related entities	7,576	6,714
Non-banking financial institutions	3,189	1,948
Industry	2,860	3,946
Commercial	6,392	6,868
Services	7,826	2,692
Contracting	2,904	2,426
Real estate	15,591	14,761
Personal	14,941	10,280
Others	5,360	3,293
Total financing assets	**66,639**	**52,928**
Deferred profit	(6,399)	(5,325)
Specific provision	(515)	(425)
Suspended profit	(43)	(38)
Total financing assets (net)	**59,682**	**47,139**

QIB takes a prudent approach to the provisioning of assets in line with the QCB's requirements. Individual financing facilities are categorised on a sliding scale into: (i) performing; (ii) watch list; (iii) substandard; (iv) doubtful; and (v) bad. The latter three categories are non-performing classifications and require a provision against the outstanding facility (after taking into account collateral secured against the facility). Outstanding facilities are reviewed on an individual basis and classified accordingly as:

- ***Substandard***: facilities with a due payment outstanding for more than 90 days (but less than 180 days), requiring a minimum 20 per cent. provision against the unsecured portion of such facility;
- ***Doubtful***: facilities with a due payment outstanding for more than 180 days (but less than 270 days), requiring a minimum 50 per cent. provision against the unsecured portion of such facility; or
- ***Bad***: facilities with a due payment outstanding for more than 270 days, requiring a 100 per cent. provision against the unsecured portion of such facility.

QIB takes a prudent approach to the provisioning of assets in line with the QCB's requirements. Auditors from the QCB monitor and verify all accounts in detail for each bank under its regulation. Each bank in Qatar is required to file a draft of its provisions with the QCB annually. The QCB has the authority to increase such provisioning if it sees fit.

Allowances for impairment

A credit is considered impaired when, in the opinion of QIB's management, there is reasonable doubt regarding the timely collection of the financing amount and the profit. QIB provides an allowance for impairment losses that represents its estimate of incurred losses due from its financing portfolio. The main component of this allowance is a specific loss component that relates to individually significant exposures.

QIB employs a specific approach to provisioning and financing loss evaluation across all its financing portfolios. Prompt identification of problem financings is a key risk management objective (any unpaid profit or principal for a period of 30 days or recurring past dues remain the most significant indicators to identify a problem triggering classification). QIB maintains conservative specific impairment allowances, considering the minimum requirements, in accordance with QCB guidelines for credit losses which reduce the carrying value of credit assets where there is evidence of deterioration in credit quality.

QIB reviews its financing portfolio to assess impairments on at least a quarterly basis and provides a report about the non-performing financings and provisions at the end of October of each year to the QCB, which has the authority to request additional provisioning from QIB. At the end of each financial year, QIB is required to provide the QCB with its final provisions in accordance with QCB guidelines.

Note 4(b) to the 2014 Financial Statements contains a table showing an impairment analysis in respect of QIB's financing portfolio as well as an ageing analysis in respect of financing amounts past due but not yet impaired.

Risk reserve

In addition to undertaking specific credit risk and impairment provisioning, QIB maintains a risk reserve in accordance with QCB requirements. The QCB requires such a reserve to be established at 2.5 per cent. of the bank's outstanding financing portfolio. Facilities granted to or secured by the Government, or secured by cash collateral, are excluded from the financing portfolio for the purposes of assessing the required risk reserve amount. The use of the risk reserve is subject to the prior approval of the QCB. As at 30 June 2015, QIB's risk reserve amounted to QAR 1,369 million (U.S.$376 million).

Write-off policy

QIB writes-off due amounts from financing activities (and any related allowances for impairment) when management determines that the due amounts from such financing activities are not collectable, that is, when there is no realistic prospect of recovery and after QCB approval is obtained. This is determined after all possible efforts of collecting the amounts have been exhausted by the remedial division of the Risk Group. For smaller balance standardised financing assets, write-off decisions generally are based on a product-specific past due status. The business units and their respective Credit Officers, Relationship Officers and Managers will assist in the collection process and the subsequent remedial action process of defaulting accounts.

The collection, remedial and settlement processes are accelerated if required by a Credit Officer from the Risk Group. QIB adopts a conservative approach in relation to writing-off financings that are considered uncollectable. QIB systematically writes-off the outstanding amounts of the finance amount or profit if they are not collected within the maximum timeframe assigned following exhaustion of all available means. Similarly, upon a customer's bankruptcy, balances previously classified as impaired are also written-off. As at 30 June 2015, 31 December 2014 and 31 December 2013, provisions written-off amounted to QAR 10.9 million (U.S.$3 million), QAR 0.76 million (U.S.$0.21 million) and QAR 100.1 million (U.S.$27.5 million), respectively.

Collateral

QIB holds collateral against due amounts from financing activities in the form of blocked deposits, pledged shares, mortgage interests over properties, guarantees from reputable local or international banks, well established local or multinational large corporates and high net-worth private individuals and legal mortgages against the past due financing assets. Collateral is generally not held against investments. As at 30 June 2015, collateral held by QIB amounted to approximately QAR 200.6 billion (U.S.$55.1 billion) as compared to approximately QAR 147.3 billion (U.S.$40.5 billion) as at 31 December 2014.

Liquidity Risk

Liquidity or funding risk is the risk that QIB will encounter difficulty in meeting obligations associated with its financial liabilities. Liquidity risk can arise due to market disruptions or credit downgrades which may cause immediate depletion of some financial resources.

QIB's approach to managing liquidity risk is to ensure that management has diversified funding sources and closely monitors liquidity (on a daily and monthly basis) to ensure adequate funding. QIB maintains a portfolio of short-term liquid assets, largely made up of short-term liquid trading investments and interbank placements. QIB also maintains statutory reserves with the QCB. All liquidity policies and procedures are subject to review and approval by ALCO.

Exposure to liquidity risk

The key measure used by QIB for measuring liquidity risk is the ratio of net liquid assets, that is, total assets by maturity against total liabilities by maturity.

Details of QIB's net liquid assets appear in note 4(c) to the 2014 Financial Statements. The net liquid assets shown measure the maturity profile of QIB's assets and liabilities by contractual repayment arrangements, which have been determined on the basis of the period remaining to the contractual maturity date measured at the statement of the financial position date. This basis of measurement does not take account of the effective maturities of certain types of deposit (in particular of QIB's on demand deposits where the deposit retention history indicates that the average maturity of a deposit is 2 years). The maturity profile of QIB's net liquid assets is monitored by management to ensure adequate liquidity is maintained.

In January 2014, the QCB issued new instructions under the Basel framework for monitoring the bank's liquidity coverage ratio ("**LCR**") and net stable funds ratio ("**NSFR**"). Banks in Qatar are expected to reach the minimum level of 100 per cent. for both the LCR and NSFR ratios by 2019. QIB has been in compliance with the levels required LCR since the first quarter of 2014 and the required NSFR since the first quarter of 2015.

Market Risk

QIB assumes exposure to market risk in the ordinary course of its business from its equity investments (such as shares) and its real estate and other investments arising due to general and specific market movements. QIB uses methodologies such as value at risk, stress testing and scenario analysis to measure and reduce its market risks and monitors the limits set for its market risk exposures on a regular basis.

The Board of Directors has set risk limits based on country limits and/or counterparties which are closely monitored by the Risk Group and reported weekly to senior management and discussed monthly by ALCO. Monitoring of such limits chiefly involves minimising the risk that the daily market risk exposures exceed the risk tolerance levels established by QIB, by closely monitoring trigger levels and ensuring that breaches are promptly and appropriately reported and escalated and that corrective action is taken. New limits are established only for any new approved business activity or for any new approved client or portfolio. Allocation of new limits is analysed by the Risk Group in order to assess the contribution of additional risk or the advantages of the diversification to be brought by such changes. Any approval for changes and cancellations of existing limits is also similarly monitored as outlined above. Reallocation of limits may occur to accommodate new or existing portfolios or business lines. The reallocation is reviewed by the Risk Group to ensure that it is in line with the overall market risk and limit monitoring policy.

QIB also manages its market risk through diversification of investments in terms of geographical distribution and industry concentration. Management believes that the impact of market risk on QIB is minimal given the fact that the majority of its assets and liabilities are repriced within a period of one year. In addition, QIB complies with Basel III requirements, as adopted by the QCB, and QCB regulations.

Equity Price Risk

Equity price risk is the risk that the fair value of QIB's equity securities portfolio decreases as a result of changes in the levels of equity price indices and the value of individual stocks. A summary of QIB's trading portfolios related exposures as at 31 December 2014 and 2013 is mentioned in Note 4(d)(ii) to the 2014 Financial Statements.

Profit Rate Risk or Rate of Return Risk

Profit rate risk refers to the risk that a change of profit rates might affect QIB's future income. Exposure to profit rate risk is managed by QIB through diversification of its assets portfolio and by matching the maturities of asset and liabilities.

In line with the policy approved by the Board of Directors, ALCO performs regular reviews of QIB's assets and liabilities in order to ensure that the maturity gap between assets and liabilities is maintained at a minimum level and also to ensure that financings and investments are made for quality assets at higher rates of return.

When calculating a rate of return, a gapping method is employed for allocating positions into time bands with remaining maturities or re-pricing dates, whichever is earlier. ALCO takes necessary steps to ensure that the management processes relating to the identification, measurement, monitoring, reporting and control of the rate of return risk (including appropriate structure) are in place. Since the rate of return risks emanate from various balance sheet positions, the Risk Group ensures that proper analysis is undertaken of the risk exposures arising from the consolidated balance sheet activities.

QIB manages rate of return risk by monitoring external and internal factors impacting on return spreads. In general, profit rates earned on assets reflect the benchmark of the previous period and do not correspond immediately to changes in increased benchmark rates.

Note 4(d)(iii) to the 2014 Financial Statements contains an analysis of QIB's profit rate sensitivity gap over various maturity periods during 2014 and 2013. In general, QIB's profit paying assets exceed its profit bearing liabilities having similar maturities.

Foreign Exchange Risk

Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates and arises from financial instruments denominated in a foreign currency. QIB's functional currency is the Qatari riyal. The Board of Directors has set limits on positions by currency. Positions are closely monitored and a *Shari'a*-compliant hedging strategy is used to ensure positions are maintained within established limits. Note 4(d)(iv) to the 2014 Financial Statements shows QIB's net foreign currency positions at 31 December 2014 and 31 December 2013. More than 86 per cent. of QIB's assets and liabilities, equity of unrestricted investment accountholders, non-controlling interest and shareholders' equity at 31 December 2014 were denominated in Qatari riyal or U.S. dollars (the riyal has been pegged to the dollar at a fixed exchange rate since 1980). QIB's principal other net currency exposures are in euro and pounds sterling and it uses *Shari'a*-compliant forward contracts to mitigate these and other currency risks.

Note 4(d)(iv) to the 2014 Financial Statements shows QIB's sensitivity to changes of 5 per cent. in certain currency exchange rates in terms of the effect on its income statement in each of 2014 and 2013.

Operational Risk Management

Operational risk is the risk of direct or indirect loss due to an event or action (including external events) causing a failure of technology, process or personnel. QIB seeks to minimise actual or potential losses from operational failures through a framework of policies and procedures that aim to identify, assess, control, manage and report those risks.

Other risks to which QIB is exposed are regulatory risk, legal risk and reputational risk. Regulatory risk is the risk of negative impact to business activities, earnings or capital as a result of failure to comply with or a failure to adapt to current and changing regulations, laws, industry codes or rules, regulatory expectations, or ethical standards. Regulatory risk is controlled through a framework of compliance policies and procedures which includes a control and self-assessment exercise. Legal risk is managed through the effective use of internal and external legal advisers. Reputational risk is controlled through regular examinations of issues that are considered to have reputational repercussions for QIB, with guidelines and policies being issued as appropriate by the Board of Directors.

The Operational Risk division of the Risk Group (the "**OR**") covers four key operational risk areas:

- **People Risk:** The risk of a loss intentionally or unintentionally caused by an employee, such as employee error or deliberate wrongdoing, or involving employees, such as in the area of employment disputes. This risk area covers internal organisational problems and losses and requires defining limits on decision making powers and responsibility levels;
- **Process Risk:** Risks related to the execution and maintenance of transactions, and the various aspects of running a business, including products and services. This requires establishing policy updates, procedure implementation, publishing regular management reports and automating processes as much as possible;
- **System Risk:** The risk of loss caused by piracy, theft, failure, breakdown or other disruption in technology, data or information or by technology that fails to meet business needs. This requires ensuring that systems maintenance, technology development methodologies, backup and recovery processes have been established, communicated and implemented; and
- **External Risk:** The risk of loss due to damage to physical property or assets from natural or non-natural causes. This category also includes the risk presented by actions of external parties, such as the fraud or, in the case of regulators, the execution of changes that would alter QIB's ability to continue operating in certain markets. This requires establishing policy updates, procedure implementation, complying with regulatory requirements and ensuring that systems maintenance, technology development methodologies are up to date.

The OR has the following responsibilities:

- establishing processes for the identification, assessment, mitigation, monitoring and reporting of operational risk that is appropriate to QIB's needs in accordance with its strategy and policy;
- reviewing any new or changed activity, such as new product, process or system changes and conversions for operational risk evaluation prior to going live;
- evaluating the adequacy of the countermeasures in terms of effectiveness in reducing the probability of a given operational risk to an acceptable level;
- establishing internal control procedures in coordination with the units to address operational risk;
- generating appropriate and adequate management reports to monitor assessment of exposures and all types of operational risks faced, assessing quality and appropriateness of risk mitigation actions, ensuring adequate controls and systems are in place to identify and address problems at an early stage;
- implementing appropriate communication and distribution mechanisms to ensure that the policies are communicated and understood throughout QIB; and
- providing guidance relating to various risk management tools, monitoring risk, handling incidents and preparing reports for management and the Board of Directors.

Capital Management/Adequacy

As at 30 June 2015, QIB's tier 1 capital ratio and its total capital ratio were each 14.8 per cent.

QIB's policy is to maintain a strong capital base so as to ensure investor, creditor and market confidence and to sustain the future development of the business. QIB recognises the need to, and aims, to maintain a balance between the higher returns that are possible with increased gearing, and the security afforded by a sound capital position.

As at the date of this Base Prospectus QIB and each of its individually regulated operations are in compliance with all externally imposed capital requirements.

The capital adequacy ratio of QIB is calculated in accordance with the Basel III Committee guidelines as adopted by the QCB. The following table shows the risk weighted values and capital charge for capital adequacy ratio purposes of QIB as at 30 June 2015 compared with the levels as at 31 December 2014.

	Total Risk		Risk weighted	
	30 June 2015 (unaudited)	31 December 2014	30 June 2015 (unaudited)	31 December 2014
	(QAR thousand, except percentages)			
Credit risk	85,314,774	72,921,313	85,314,774	72,921,313
Market risk	16,940	19,467	211,744	243,335
Operational risk	430,210	396,111	5,377,623	4,951,388
Total capital charge/risk weighted assets	**85,761,924**	**73,336,891**	**90,904,141**	**78,116,036**
Tier 1 capital	13,432,843	11,380,321	14.8%	14.6%
Tier 1 and Tier 2 capital	13,468,344	11,414,563	14.8%	14.6%

The capital adequacy ratio has been calculated as per Basel III guidelines with effect from 1 January 2014 in accordance with QCB regulations. The minimum capital adequacy requirements are as follows; the minimum limit without the capital conservation buffer is 10 per cent. and the minimum limit including capital conservation buffer is 12.5 per cent.

QIB has been identified by the QCB as a DSIB and accordingly, as of 1 January 2016, QIB shall also be required to maintain additional capital as deemed necessary by the QCB. In addition, under the QCB's Basel III guidelines, the QCB has the discretion to implement an additional "countercyclical buffer" during periods of excessive credit growth that would increase capital adequacy ratio requirements by up to 2.5 per cent.

QIB has also implemented the Internal Capital Adequacy Assessment Process under the Basel framework as adopted by the QCB that incorporates a comprehensive assessment of Pillar II risks and associated capital implications.

As a DSIB, QIB has also enhanced its risk management framework through adoption of Capital Planning and Recovery Planning Process.

The Capital Planning process involves outlining the capital management policies and options available to ensure that QIB's activities are managed within the regulatory capital requirements as outlined by the QCB.

The Recovery Planning process sets out a comprehensive crisis management framework, which endeavours to ensure that QIB is able to identify a crisis in a timely manner, and has the right governance in place to ensure adequate and timely decision making. In addition, the plan describes credible recovery options that can help QIB recover in the event of a crisis and strengthen its financial position from a liquidity and/ or capital perspective.

RELATED PARTY TRANSACTIONS

QIB enters into transactions in the ordinary course of its business with subsidiary companies, associates, shareholders, directors, officers of QIB and entities of which they are principal owners. These parties have been granted financing and have made deposits with QIB. In addition, QIB has contingent liabilities to its related parties. All transactions with related parties are undertaken substantially on terms that are comparable with those relating to QIB's transactions with its other customers. QIB's related party transactions as at and for the periods specified are set out below:

	30 June 2015 (Unaudited)			31 December 2014 (Audited)		
	Associated companies	**Board of Directors**	**Others**	**Associated companies**	**Board of Directors**	**Others**
	(QAR thousand)	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*
Assets:						
Financing assets	328,615	2,798,397	1,579,526	248,843	1,232,684	1,258,243
Liabilities:						
Other liabilities	—	—	—	—	24,243	—
Equity of unrestricted investment account holders	84,039	171,707	362,690	18,101	370,679	—
Off financial position items:						
Contingent liabilities, guarantees and other commitments	—	166,338	1,681	—	126,412	58,901

	Six months ended 30 June 2015 (Unaudited)			Six months ended 30 June 2014 (Unaudited)		
	Associated companies	**Board of Directors**	**Others**	**Associated companies**	**Board of Directors**	**Others**
	(QAR thousand)	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*	*(QAR thousand)*
Consolidated statement of income items:						
Income from financing activities	6,444	32,197	20,211	5,362	10,188	15,925
Profit paid on deposits	85	847	2,549	3,090	751	—
Others	—	—	—	—	—	13

Key management personnel compensation for the period comprised:

	Six months ended 30 June 2015 (Unaudited)	**Six months ended 30 June 2014 (Unaudited)**
	(QAR thousand)	*(QAR thousand)*
Key management remuneration	33,692	23,369

SELECTED FINANCIAL INFORMATION

The following information has been derived from, and should be read in conjunction with, and is qualified in its entirety by reference to:

- QIB's consolidated audited financial statements as at and for the year ended 31 December 2014 (the "**2014 Financial Statements**") including the comparative numbers as at and for the year ended 31 December 2013; and
- QIB's unaudited interim condensed consolidated financial statements as at and for the six months ended 30 June 2015 (the "**Interim Financial Statements**") including the comparative numbers as at and for the six months ended 30 June 2014.

QIB's consolidated financial statements have been prepared in accordance with Financial Accounting Standards ("**FAS**") issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("**AAOIFI**"), the *Shari'a* Rules and Principles as determined by QIB's *Shari'a* Supervisory Board, related regulations of the QCB and applicable provisions of the Qatar Commercial Companies Law No. 11 of 2015. For matters which are not covered by AAOIFI standards, QIB uses International Financial Reporting Standards ("**IFRS**"). Investors should not rely on interim results as being indicative of the results QIB may expect for the full year.

The following table sets forth selected financial information for QIB as at and for the years ended 31 December 2014 and 31 December 2013 and as at and for the six month periods ended 30 June 2015 and 30 June 2014. The financial information has been presented in Qatari riyal, QIB's functional and reporting currency, and, for convenience only, in U.S. dollars using the fixed exchange rate of USD 1.00 = QAR 3.64.

	30 June 2015 (Unaudited)	30 June 2014 (Unaudited)	31 December 2014	31 December 2013
Consolidated income statement data *(QAR millions)*				
Total income	2,077	1,768	3,633	3,144
General and administrative expenses[(1)]	472	419	846	785
Depreciation and amortisation	40	37	74	63
Net profit for the period/year attributable to shareholders of QIB	895	725	1,601	1,335
Consolidated statement of financial position data *(QAR millions)*				
Total assets	116,048	89,090	96,106	77,354
Due from banks	9,325	8,311	8,931	6,348
Financing assets	76,628	54,519	59,682	47,139
Investment securities	17,245	15,290	15,954	14,852
Customers' current accounts	15,611	14,330	15,125	12,470
Sukuk financing	5,453	5,447	5,450	5,444
Equity of unrestricted investment account holders	69,182	47,012	51,480	37,893
Due to banks and financial institutions	7,912	7,258	8,104	6,491
Total equity attributable to shareholders' of QIB	12,388	11,617	12,478	11,860
Consolidated income statement data *(USD millions)*				
Total income	571	486	998	864
General and administrative expenses[(1)]	130	115	232	216
Depreciation and amortisation	11	10	20	17
Net profit for the period/year attributable to shareholders of QIB	246	199	440	367
Consolidated statement of financial position data *(USD millions)*				
Total assets	31,881	24,475	26,403	21,251
Due from banks	2,562	2,283	2,454	1,744
Financing assets	21,052	14,978	16,396	12,950
Investment securities	4,738	4,201	4,383	4,080
Customers' current accounts	4,289	3,937	4,155	3,426

	30 June 2015 (Unaudited)	30 June 2014 (Unaudited)	31 December 2014	31 December 2013
Sukuk financing	1,498	1,496	1,497	1,496
Equity of unrestricted investment account holders	19,006	12,915	14,143	10,410
Due to banks and financial institutions	2,174	1,994	2,226	1,783
Total equity attributable to shareholders' of QIB	3,403	3,191	3,428	3,258
Profitability ratios				
Return on average assets (%)[(2)]	0.87	0.89	1.85	1.77
Return on average total shareholders' equity (%)[(3)]	7.46	6.35	13.16	11.44
Basic and diluted earnings per share (QAR)	3.79	3.07	6.78	5.65
Capital ratios				
Total shareholders' equity/total assets (%)	10.67	13.04	12.98	15.33
Capital adequacy ratio (%)[(4)]	14.8	15.0	14.6	16.5
Liquidity and business indicators				
Due from and investments with banks and financial institutions/due to banks and financial institutions (%)	117.86	114.51	110.20	97.80
Liquid assets[(5)]/total assets (%)	31.25	35.34	30.92	37.32
Financing[(6)]/total deposits[(7)] (%)	82.66	79.47	79.89	82.91
Financing[(6)]/customers' accounts and equity of unrestricted investment account holders (%)	90.37	88.88	89.61	93.60
Customers' accounts and equity of unrestricted investment account holders/total deposits[(7)] (%)	91.47	89.42	89.15	88.58
Non-performing financing assets (NPA)[(8)]/gross financing[(8)] (%)	0.7	0.9	0.9	1.0
Provision for financing assets[(9)]/NPA (%)	108.1	97.2	101.0	94.0

(1) Includes staff costs and other expenses.

(2) The return on average assets (%) figures determined for the six month periods ended 30 June 2015 and 30 June 2014 are not annualised figures. The return on average assets (%) figures are determined by dividing net profit for the period/year attributable to shareholders by average assets for the period/year. For the years ended 31 December 2014 and 31 December 2013, average assets is determined by adding the total assets at the beginning and at the end of the year and dividing by two and amounted to QAR 86,730 million (U.S.$23,827 million) in 2014 and QAR 75,273 million (U.S.$20,679 million) in 2013. For the six month periods ended 30 June 2015 and 30 June 2014, average assets are determined by adding total assets at the beginning and at the end of the period and dividing by two and amounted to QAR 102,569 million (U.S.$28,178 million) in the 2015 period and QAR 81,548 million (U.S.$22,403 million) in the 2014 period.

(3) The return on average total shareholders' equity (%) figures determined for the six month periods ended 30 June 2015 and 30 June 2014 are not annualised figures. The return on average total shareholders' equity (%) figures are determined by dividing net profit for the period/year attributable to shareholders by average total shareholders' equity for the period/year. For the years ended 31 December 2014 and 31 December 2013, average total shareholders' equity is determined by adding the total shareholders' equity at the beginning and at the end of the year and dividing by two and amounted to QAR 12,169 million (U.S.$3,343 million) in 2014 and QAR 11,667 million (U.S.$3,205 million) in 2013. For the six month periods ended 30 June 2015 and 30 June 2014, average total shareholders' equity is determined by adding total shareholders' equity at the beginning and at the end of the period and dividing by two and amounted to QAR 12,003 million (U.S.$3,298 million) in the 2015 period and QAR 11,418 million (U.S.$3,137 million) in the 2014 period.

(4) The capital adequacy ratio of QIB is calculated in accordance with the Basel III guidelines and QCB instructions, except for the year ended 31 December 2013 which was calculated in accordance with Basel II guidelines.

(5) Liquid assets comprise of cash and balance with the QCB (excluding cash reserve with the QCB), Due from and investments with banks and financial institutions (less than one year), Due from financing activities (less than one year) and Financial investments (less than one year).

(6) Financing comprises of Financing assets.

(7) Total deposits comprise of Customers' current accounts, Equity of unrestricted investment account holders and Due to banks and financial institutions.

(8) Non-performing financing assets comprise non-performing Due from financing activities net of deferred profit and gross financing represents Total due from financing activities net of deferred profit.

(9) Provision for financing assets represent specific provision against non-performing Due from financing activities.

OVERVIEW OF QATAR

Qatar

Unless indicated otherwise, information in this section has been derived from Government publications.

Country Profile

Qatar is an independent state in the Southern Arabian Gulf. Qatar shares a land border and maritime boundaries with Saudi Arabia and maritime boundaries with Bahrain, the UAE and Iran. Qatar covers an area of approximately 11,493 square kilometres. Doha is the capital city of Qatar, the seat of government and Qatar's cultural, commercial and financial centre. It includes the country's main seaport and international airport and has an advanced road system linking it with the international road network. According to the most recent full Government census, Qatar's population was 1,699,435 in April 2010 indicating a 128.4 per cent. growth in population since the census prior to that was carried out in 2004. The Ministry of Development Planning and Statistics recently estimated, on a preliminary basis that there were 2,288,927 within the state boundaries of the Qatar on August 2014. The Ministry of Development Planning and Statistics is currently conducting a simplified mid-decade consensus that was launched in the first quarter of 2015, the results of which are expected to be available by the end of 2015. A large portion of Qatar's population is comprised of non-Qatari nationals.

In terms of foreign relations and membership of international organisations, Qatar, together with Bahrain, Kuwait, Oman, Saudi Arabia and the UAE form the GCC. Furthermore, Qatar is a member of the OPEC, the Gas Exporting Countries Forum (which was established in 2008 and has its headquarters in Doha) and the United Nations. It is also a member of numerous international and multilateral organisations, including the International Monetary Fund, the International Bank for Reconstruction and Development, the World Trade Organisation, the League of Arab States, The Organisation of the Islamic Conference, the Multinational Investment Guarantee Organisation and UNESCO.

Legal System

Over the last decade, Qatar's legal system has been significantly reformed by the enactment of various pieces of legislation intended to bring Qatari laws in line with international laws, standards and practices. Qatar's civil law sets forth civil law principles, including with respect to conflict of laws, contracts, rights and obligations, security, ownership and torts. Qatar's commercial law addresses commercial affairs and entities, competition, commercial obligations and contracts, and commercial paper. The commercial law also provides comprehensive provisions addressing bankruptcy matters, permitting creditors to file claims against any corporate entity, except for certain professional companies and other companies that are at least majority owned by the Government. Finally, the Commercial Companies Law (Qatar Law No. 5/2002) addresses matters with respect to the ownership of shares, limited liability, capital contributions, payment of dividends, shareholder rights and obligations and general principles of corporate governance. The Commercial Companies Law also introduces the concept of a single member limited liability company, and is not dissimilar to the companies laws of more mature legal systems.

The Government has passed other significant legislation in recent years, including the Foreign Investment Law, the Central Bank Law, the Money Laundering Law, the Doha Securities Market Law (now the Qatar Exchange Law) and the Qatar Financial Centre Law (the "**QFC Law**"), as well as competition, intellectual property, labour, property and environmental laws.

Following the establishment of the QFC in 2005, the QFC Law established a legal and regulatory regime to govern the QFC that is generally parallel to and separate from Qatari laws and the Qatari legal system, except for Qatari criminal law. The QFC has established its own rules and regulations applicable to, among others, financial services companies, and which cover such topics as employment, companies, anti-money laundering, contracts and insolvency. In accordance with the rules and regulations of the QFC, the QFCRA regulates, authorises and supervises banking, financial and insurance related businesses carried on, in or from the QFC in accordance with legislative principles of an international standard, modelled closely on those used in London and other major financial centres. In addition, the Qatar International Court and Dispute Resolution Centre comprises the QFC Civil and Commercial Court, the Regulatory Tribunal and a Dispute Resolution Centre. The QFC Civil and Commercial Court deals with matters arising under the QFC Law, the QFC Regulatory Tribunal hears appeals against the decisions of the QFC Authority and other QFC institutions and the Dispute Resolution Centre offers international arbitration and mediation services.

Economic Overview

Qatar is one of the most prosperous countries in the world. According to estimates from the IMF's World Economic Outlook Database April 2015, Qatar's nominal GDP per capita was QAR 342,033.26 (U.S.$93,965.18) in 2014. Over the last several years, Qatar has been one of the fastest growing economies in the world. As at 31 December 2014, Qatar's proven reserves of oil amount to approximately 25.7 thousand million barrels while its proven reserves of natural gas amounted to 866.2 trillion cubic feet, according to the BP Statistical Review of World Energy June 2015. Virtually all of Qatar's proven reserves of natural gas and condensate are located in the North Field, which is estimated by the U.S. Energy Information Administration to be the largest non-associated gas field in the world, representing approximately 13.3 per cent. of the world's natural gas reserves in 2013, according to the same report. Qatar has over 100 years of proven gas reserves at projected long-term production levels.

According to the Ministry of Development Planning and Statistics, Qatar's carefully planned exploitation of its hydrocarbon reserves resulted in a nominal GDP CAGR of 19.9 per cent. from 2009 to 2013. Qatar's economy achieved a new record in 2014 with a total nominal GDP of QAR 764,797 million (U.S.$210,109.07 million) representing a growth of 6.1 per cent. in 2014 compared to 2013. The increase of Qatar's total nominal GDP in 2014 has been attributed to the expansion in the production levels of gas-related products, LNG and condensates, coupled with high hydrocarbon prices. Qatar exported 103.4 billion cubic metres of LNG in 2014 and is the largest LNG exporter in the world (source: *BP Statistical Review of World Energy June 2015*). According to preliminary data in the Qatar Central Bank's Quarterly Statistical Bulletin for June 2015, the oil and gas sector contributed 54.4 per cent. and 50.5 per cent. of Qatar's total nominal GDP in 2013 and 2014, respectively. Qatar has continued to stimulate growth in its gas network through the Barzan Project (a project to provide domestic pipeline gas), which is currently scheduled to complete its first phase by the end of 2015. Qatar has focused on diversifying its economy in recent years in an effort to reduce its historical dependence on oil and gas revenues. The construction and real estate sectors have recently made substantial contributions to Qatar's economic growth and significant investments have been made to increase economic returns from, in particular, petrochemicals, financial services, infrastructure development and tourism. As a result, nominal GDP for the non-oil and gas sector grew at a CAGR of 11.3 per cent. between 2013 and 2014, reflecting a slightly lower annual growth rate than the oil and gas sector for the same period. Nominal GDP for the non-oil and gas sector reached QAR 374,071 million (U.S.$102,766.76 million), or 48.9 per cent. of Qatar's total nominal GDP, in 2014.

In recent years, Qatar has focused on developing and exploiting its natural gas resources beyond the LNG industry by implementing a downstream strategy driven by opportunities to generate additional revenue from its existing oil and gas production. Qatar Petroleum ("**QP**") has developed pipeline gas projects both for regional export markets and for domestic petrochemicals and industrial consumption. In addition, QP is the majority shareholder in a number of industrial companies located primarily at Ras Laffan City and Mesaieed Industrial City, which use natural gas as feedstock and/or fuel to produce various value added products, such as petrochemicals, fertiliser, steel, iron and metal coating, both for domestic consumption and for export. Qatar has also invested in exploiting various gas-to-liquid ("**GTL**") technologies and has two joint venture projects currently in operation to generate GTL products like distillates.

Throughout a period characterised by rapid growth and development, Qatar has demonstrated fiscal responsibility by managing its budget and public finances prudently. Qatar has historically had low levels of indebtedness but there was an increase in indebtedness starting in 2009 and continuing through to 2012 before stabilising mainly due to the support given by Qatar to the commercial banking sector during the global financial crisis in 2009 and the issuance of bonds and treasury bills by the QCB in 2010, 2011 and 2012 to absorb excess liquidity among domestic commercial banks and to develop a yield curve for riyal-denominated domestic bonds. Following the global financial crisis, Qatar has tightened the regulatory framework applicable to the commercial banking sector, see "*Banking Industry and Regulation in Qatar — Qatar Central Bank*". In recent years, Qatar has reduced its total external indebtedness and its total internal indebtedness. According to a report by the Ministry of Finance as sourced by the IMF, Qatar's total direct external indebtedness was QAR 74.3 billion (U.S.$20,412.1 million), or 10.1 per cent. of nominal GDP, as of 31 March 2014. Most of Qatar's significant energy projects are funded on a stand-alone, limited recourse basis.

A decision of the Council of Ministers, No. (17) of 2008 (as amended) established the State Finance Policy Committee, which comprises senior government officials, including the Minister of Finance as chairman, a representative of the QCB as deputy chairman, and representatives of the QIA and QP. Under its mandate, the State Finance Policy Committee (i) provides guidance to all government related entities that seek to access the international capital markets and (ii) coordinates debt offerings by Qatari issuers in order to increase liquidity and optimise borrowing costs for Qatari borrowers.

The significant revenues generated by the oil and gas sector (which contributed U.S.$195,202 million and U.S.$99,465 million of Qatar's annual revenues in the fiscal years ended 31 March 2013 and 31 March 2014, respectively) have provided sustained liquidity while ensuring sizeable surpluses in the fiscal and external accounts. Qatar has had budget surpluses since the fiscal year ended 31 March 2001, with an estimated budgeted surplus of U.S.$7,249 million for the fiscal year ended 31 March 2014. In addition, Qatar's trade activity is strong, with total goods exported (including re-exports) in 2013 valued at QAR 498,450 million (U.S.$136,936.8 million) and total imports in 2013 valued at QAR 138,627 million (U.S.$38,084.3 million). Between 2010 and 2013, the value of Qatar's exports increased from QAR 272,871 million to 498,450 million, and the value of imports increased from 92,214 million to 138,627 million. The external sector has been characterised by a large current account surplus each year since 2000 and robust growth in imports has been counterbalanced by a significant rise in hydrocarbon exports.

In recent years, Qatar has used its budget surpluses to diversify the economy through increased spending on infrastructure, social programmes, healthcare and education, which have modernised Qatar's economy. Qatar's economic growth has also enabled it to diversify its economy through domestic and international investment into different classes of assets. This diversification will be important to Qatar's future Government revenues as the growth rate of the State's revenue from the oil and gas sector is expected to stabilise given the completion of several of the State's long-term hydrocarbon investment programmes. In 2005, the QIA was established to propose and implement investments for Qatar's growing financial reserves, both domestically and abroad. Through the QIA, Qatar has invested in private equity, the banking sector, real estate, publicly traded securities and alternative assets. With its growing portfolio of international and domestic long-term strategic investments, the QIA has continued to develop Qatar's economic diversification strategy while contributing to the nation's significant economic expansion.

The QIA has provided financial support to Qatar's financial sector as a response to the global economic downturn and as a preventative measure to preserve the general stability in Qatar's banking sector. In early 2009, the QIA began making direct capital injections in Qatar's commercial banking sector through a plan to purchase equity ownership interests of up to 20 per cent. in the domestic banks listed on the QE. In line with the plan, from 2009 through to 2011, the QIA acquired equity positions ranging from 5 per cent. to 20 per cent. in various domestic banks, including QIB, Commercial Bank of Qatar, Qatar International Islamic Bank, Ahli Bank and Doha Bank. A portion of the budget surplus has also been placed into stabilisation funds administered by the QIA. Education and health services are expected to be funded in future years by the interest derived from revenues of designated LNG trains currently being placed into dedicated stabilisation funds. The Government does not publish figures relating to the size, scope or performance of the portfolio of investments administered by the QIA.

In December 2010, Qatar made the world headlines when it was awarded the right to host the Fédération Internationale de Football Association (FIFA) 2022 World Cup. The World Cup provides opportunities for Qatar to invest in further developing its infrastructure and diversifying its economy.

Annual Indicators

The following table sets forth certain economic data for Qatar for the years indicated (*Source: Qatar Central Bank*).

	2008	2009	2010	2011	2012	2013
GDP (QAR million)	419,583	355,986	463,489	630,883	691,398	736,918
Growth Rate (%)	44.6	-15.2	30.2	36.1	11.9	6.6
Oil Sector Share (%)	54.9	44.8	51.7	57.8	58.1	54.4
Growth Rate (%)	53.5	-30.8	50.3	52.0	9.4	2.2
Non-Oil Sector Share (%)	45.1	55.2	48.3	42.2	43.2	45.6
Growth Rate (%)	35.1	3.8	13.9	19.1	15.6	12.4
GDP Per Capita (QAR Thousand)	289.1	217.2	270.3	364.1	391.8	369.2
CPI-Inflation (%)(2)	15.10	-4.86	-2.46	1.93	1.9	3.1

(2) On a yearly basis.

Inflation

Consumer Price Index inflation (the "**CPI**") in Qatar increased every year from 0.2 per cent. in 2002 to 15.2 per cent. in 2008 with a CAGR of 9.7 per cent. over that period. Qatar witnessed deflation of 4.9 per cent. in 2009 and 2.4 per cent. in 2010, reflecting mainly a decrease in housing costs. Inflation was 1.9 per cent. in 2011, 1.9 per cent. in 2012 and 3.1 per cent. in 2013. The QCB's Quarterly Statistical Bulletin for June 2015 states that the inflation rate in Qatar was 3.4 per cent. in 2014, mainly reflecting increases in housing costs (given that housing costs constitute 32.2 per cent. of the overall inflation rate in Qatar).

The increase in inflation prior to 2009 was primarily accounted for by the rapid and sustained increase in rental prices, as well as an increase in international food and raw material prices. Prior to 2009, the rental component of the CPI increased sharply by 19.7 per cent. in 2008 on average, 29.2 per cent. in 2007 and 25.9 per cent. in 2006. In order to address the domestic housing shortage and control housing prices, the Government supported several domestic and residential construction projects. As a result, cost pressure was abated and rental prices stabilised. The housing cost component of the CPI fell by 12.0 per cent. in 2009 on average, 12.7 per cent. in 2010, 4.9 per cent. in 2011 and 3.2 per cent. in 2012. However, the housing cost component of the CPI has increased in recent years and stood at 5.8 per cent. in 2013 and 7.9 per cent. for August 2014 (as compared to August 2013).

The QCB uses various monetary instruments to address price stability. The required reserve ratio for commercial banks was increased by two percentage points to 4.75 per cent. in 2008 in an effort to absorb excess liquidity from the domestic markets. Certificates of deposit for terms of one, three, six and nine months were increased from zero at the end of 2007 to a total of QR8.0 billion (US$2.2 billion) as at March 2010 and were subsequently reduced to zero in 2011. They have remained at zero until the date of this Base Prospectus. In addition, the QCB maintained its lending interest rate at 5.5 per cent. from 2007 until April 2011 and its deposit interest rate at 2.0 per cent. from May 2008 until August 2010. The most recent cuts took place in August 2011, when rates on lending decreased from 5.0 per cent. to 4.5 per cent. and rates on deposits decreased from 1.0 per cent. to 0.75 per cent. The United States Federal Reserve Bank reduced its benchmark deposit rate on several occasions from 5.25 per cent. in September 2007 to 0.25 per cent. in December 2008.

BANKING INDUSTRY AND REGULATION IN QATAR

Unless otherwise indicated, information in this section has been derived from publications of the Government, the QCB and the QFC's annual report and website.

Qatar Central Bank

The QCB was established in 1993, pursuant to Emiri Decree No. 15 of 1993, and operates in coordination with the Ministry of Finance. The QCB is managed by a board of directors and chaired by its Governor. The Board of Directors includes the Deputy Governor of the QCB and at least five other members, including representatives holding the rank of undersecretary or higher from the Ministry of Finance, the Ministry of Business and Trade, the Ministry of Economy and Commerce and the Economic Adviser, from the Emiri Diwan.

In its supervisory capacity, the QCB oversees the activities of Qatar's commercial banks (both conventional and Islamic) and non-bank financial institutions and insurance companies (outside the QFC) with a view to minimising banking and financial risk in Qatar's financial sector. The QCB conducts regular inspections of commercial banks and reviews reports and other mandatory data submitted by commercial banks, including monthly capital adequacy compliance reports.

The QCB has initiated single factor stress testing of the portfolios of commercial banks in Qatar. The testing covers the four broad areas of liquidity risk, credit risk, interest rate risk and equity market risk. The results of these stress tests illustrate the possible impact of adverse financial conditions on a commercial bank's capital adequacy ratio or return on assets. Stress testing of commercial banks, conducted on an aggregate basis by the QCB, suggested that neither the capital adequacy ratio nor the returns on assets of Qatar's domestic banks would be significantly impaired. The IMF noted in their March 2015 'Article IV Consultation; Staff Report and Press Release' on Qatar (the "**2015 Article IV Report**") that the QCB stress tests suggest that non-performing loans for real estate, construction contractors and consumer loans would need to increase to nearly 30 per cent. before the capital ratios of banks in Qatar fell below the regulatory minimum imposed by the QCB. The QCB has implemented regulations regarding non-performing loans, large exposures, country risk, money market and foreign exchange accounts, credit ratios, fixed assets for banks' use, reserve requirements and banks' investments. The QCB has the authority to impose penalties in the event that banks fail to comply with these regulations. The QCB has also established the Qatar Credit Bureau which provides analytical data and supports banks in their implementation of advanced risk management techniques outlined by Basel II. The QCB plans to implement Basel III standards earlier than the required timeline for completion of different aspects of the Basel III framework which fall between 2013 and 2019. Commercial banks are required to have their annual accounts audited by the QCB's approved independent auditors and to obtain prior approval from the QCB to appoint senior management.

In the 2015 Article IV Report, the IMF noted the following: (i) the Government is executing a large public infrastructure program to advance economic diversification and prepare for the FIFA 2022 World Cup; (ii) despite the large decrease in oil prices since 2014, Qatar's macroeconomic performance has remained strong with real GDP growth stable at around 6 per cent. for the past three years, primarily driven by double-digit expansion of Qatar's non-hydrocarbon sector; (iii) falling global commodity prices have helped reduce Qatar's inflation rate below 3 per cent., despite inflationary pressure from the real estate market; (iv) the short-term growth outlook is positive, but lower oil prices will lead to a substantial deterioration of Qatar's fiscal position in the medium term; (v) GDP growth is expected to increase to 7 per cent. in 2015 as the Barzan natural gas field starts production and the Government continues its public investment program; (vi) however, growth is expected to decrease in the medium term as public investment growth tapers and the IMF anticipates that such tapering will only be partially offset by the private sector; (vi) potential challenges include the risk of over-heating in the economy in the short term and over-capacity in the medium term as a result of Qatar's public investment program; and (vii) the possibility of lower than expected oil and natural gas prices.

In January 2014, the QCB issued a circular to all commercial banks in Qatar (No. AR/2/2014) with instructions regarding the implementation of Basel III requirements. The QCB minimum recommended capital adequacy requirements under Basel III were increased to 12.5 per cent. (including a capital conservation buffer of 2.5 per cent.). Commercial banks in Qatar will also be required to maintain a minimum liquidity coverage ratio of 60 per cent. for 2014, to be increased by

10 per cent. each year to reach 100 per cent. in 2018. The QCB has undertaken extensive groundwork in order to implement its Basel III requirements including the initiation of a test phase.

The QCB also issues domestic currency and conducts bank clearing operations and settlements. The investment department of the QCB manages the investments of the QCB's financial reserves. These investments are primarily in the form of securities issued or guaranteed by other sovereigns with maturities of up to 10 years and are maintained at a level at least equal to 100 per cent. of the riyals issued by the QCB at any time.

The QCB, in order to ensure better regulation and risk management in the domestic Islamic and conventional banking sector, issued instructions in 2011 to conventional banks to wind up their Islamic banking operations by the end of 2011. The QCB also imposes certain exposure limits and credit controls on commercial banks. Credit facilities in excess of 20 per cent. of any bank's capital and reserves cannot be extended to a single customer's borrower group and credit and investment facilities in excess of 25 per cent. of any commercial bank's capital and reserves cannot be extended to a single customer's borrower group. Credit facilities extended to a single major shareholder's borrower group in any bank cannot exceed 10 per cent. of that bank's capital and reserves.

The QCB sets a maximum limit on loans and Islamic finance against transfer of salaries of QAR 1.2 million for Qatari citizens and QAR 400,000 for non-Qatari residents, with an overall cap on non-Qatari residents of QAR 1 million. The QCB provides that the maximum terms on loans and Islamic finance are six years for Qatari citizens and four years for non-Qatari residents. Maximum rates of interest are set at the QCB lending rate (the "**QCB Rate**") on top of which 1.5 per cent. per annum is added for Qatari citizens and non-Qatari residents. The QCB also sets caps in relation to the amount of total monthly obligations that an individual can have against salary which is set at 75 per cent. of the sum of basic salary and social allowance for Qatari citizens and 50 per cent. of total salary for non-Qatari residents.

The QCB regulations dictate that the maximum credit card withdrawal limit of an individual in Qatar is double his or her net total salary for both Qatari citizens and the non-Qatari residents. The QCB provides that maximum rates of interest for credit cards are set at 1 per cent. monthly for Qatari citizens and non-Qatari residents. The QCB also provides that the maximum rate of interest arising from credit cards is set at 0.25 per cent. monthly for Qatari citizens and for non-Qatari residents.

The QCB has specific regulations applicable to real estate financing. In cases where an individual's salary is the main source of repayment, the QCB provides that the maximum limit of total real estate finance available is 70 per cent. of the value of mortgaged properties. In addition, the maximum period permitted for repayment of the real estate finance is 20 years, including any grace period. The QCB regulations dictate that the maximum salary deductions, including instalments and other liabilities is capped at 75 per cent. of the basic salary and social allowance for Qatari citizens, and capped at 50 per cent. of total salary for non-Qatari residents, provided that the salary and post retirement service dues are transferred to the bank offering the finance.

The QCB regulations also require that where real estate finance is granted to an individual whose salary is not the main source of repayment, the maximum limit of total finance available to that individual is 60 per cent. of the value of the mortgaged properties and that the maximum repayment period of that real estate finance is 15 years, including any grace period. QCB regulations also provide that these maximum limits may be increased to 70 per cent. and 20 years, respectively, if cash is regularly transferred to the bank through a formal assignment of claims to cover the full instalment during the repayment period, including rents and other contractual incomes and revenues. The QCB has determined that real estate finance risk should not exceed the lower of 15 per cent. of customer deposits or 150 per cent. of the bank's capital and reserves at any time.

The main exposure restrictions imposed by QCB are set out below:

Capital

Capital adequacy

- Basel III minimum ratio is 12.5 per cent. (including a capital conservation buffer of 2.5 per cent.)
- For credit and market risk the standardised approach is to be followed.
- For operational risk, the basic indicator approach is to be followed.
- Banks are subject to a capital adequacy ratio ("**CAR**") imposed by, and calculated in accordance with regulations of the QCB.

- Liquidity coverage ratio of 60 per cent. to be increased by 10 per cent. each year to reach 100 per cent. by 2018.
- Net stable funds ratio of at least 100 per cent. by 2018.
- As of 1 January 2016, additional capital requirements for DSIBs (such as QIB) as deemed necessary by the QCB.
- Discretionary additional "countercyclical buffer" during periods of excessive credit growth that would increase capital adequacy ratio requirements by up to 2.5 per cent.

Credit and concentration

- Maximum limit for a single customer may not exceed 20 per cent. of a bank's capital and reserves. Maximum limit for any shareholder who owns five per cent. or more of the bank's share capital either directly or through his minor children, spouse or through the companies in which they own 50 per cent. or more of the shares may not exceed 10 per cent. of a bank's capital and reserves. Maximum limit of total of investment and credit concentration to a single customer is 25 per cent. of a bank's capital and reserves.
- Total real estate financing may not exceed 150 per cent. of a bank's tier 1 capital.
- No single customer may borrow more than QAR 8.0 billion (U.S.$2,197.8 billion) in aggregate from Qatar's commercial banks.

Foreign investment

Foreign investment in Qatari banks is not permitted, save with a specific permission from the Council of Ministers. This restriction does not apply to Qatari banks listed on the QE, although foreign investors are restricted to holding, in aggregate, not more than 49 per cent. of the shares of any company so listed.

Required Reserve

The QCB instructions issued in September 2013 specified that a reserve requirement of 4.75 per cent. of a bank's total deposits are to be kept with the QCB. The percentage is calculated on the basis of the average daily total deposits balances during the period from the 16th of each month to the 12th of the following month.

Risk Reserve

The QCB requires local banks to charge a risk reserve of a minimum of 2.5 per cent. on total credit facilities. The risk reserve is not charged as an income statement expense but as an appropriation account and included under shareholders' equity as a separate line item.

The following table sets out the QCB's balance sheet data as at 31 December 2010 to 31 December 2014.

	As at 31 December				
	2010	**2011**	**2012**	**2013**	**2014**
	(in millions of QAR)				
Assets					
Foreign assets:					
Gold	2,062.0	2,279.0	2,432.5	2,189.5	2,150.1
Foreign government securities	87,155.0	27,168.7	82,967.5	85,154.3	105,203.9
Balances with foreign banks	22,451.1	29,765.5	33,354.3	64,166.3	47,699.2
IMF reserve position	85.9	85.6	85.7	85.9	62.7
SDR holdings	1,508.3	1,505.8	1,508.1	1,524.1	1,434.4
Total foreign assets	113,262.3	60,804.6	120,348.1	153,120.1	156,550.3
Claims on commercial banks	3,239.6	5,050.3	40,297.3	59,204.8	55,863
Unclassified assets	535.8	616.3	591.5	670	843.7
Total assets	**117,037.7**	**66,471.2**	**161,236.9**	**212,994.4**	**213,548**

	As at 31 December				
	2010	2011	2012	2013	2014
	(in millions of QAR)				
Liabilities:					
Reserve money:					
Currency issued	7,974.3	9,092.3	10,975.7	12,340.4	14,075.8
Required reserves	14,611.0	16,433.0	21,060.7	25,464.3	28,541.2
Deposits of local banks	69,223.3	5,660.4	13,518.7	6,234.0	11,592.2
Total reserve money(1)	91,808.6	31,185.7	45,555.1	44,038.7	54,209.2
Foreign liabilities	1,441.2	1,455.1	1,431.1	1,452.3	1,357.7
Government deposits	668.4	13,914.0	16,893.3	52,805.0	34,637.2
Capital accounts	12,092.8	12,167.1	12,295.7	12,444.5	30,603.7
Reserve revaluation	3,220.9	3,296.1	4,033.3	3,382.0	2,175.7
Unclassified liabilities	7,805.7	4,453.2	80,938.40	98,871.9	91,927.2
Total liabilities	**117,037.7**	**66,471.2**	**161,236.9**	**231,568.8**	**213,548.5**

Note:

(1) Excess reserves maintained by banks along with QMR deposits place with QCB.

Source: Qatar Central Bank

Interest Rates

Prior to 2000, the QCB imposed certain ceilings on the credit and deposit interest rates offered by commercial banks. The QCB removed these restrictions in order to further liberalise the financial sector. However, in April 2011 the QCB introduced a cap on interest rates that can be charged on personal loans of 1.5 per cent. per annum over its benchmark lending rate and 1.0 per cent. per month for credit cards. Qatar's banking system is free from any form of interest rate ceilings.

The QCB utilises three different interest rates: a lending rate, a deposit rate and a repo rate. The lending rate applies to the lending facility through which commercial banks can obtain liquidity from the QCB. The deposit rate applies to the deposit facility through which commercial banks can place deposits with the QCB. Both of these facilities may be rolled over to the next day, when transactions are executed electronically. The repo rate is a pre-determined interest rate set by the QCB for repo transactions entered into between the QCB and commercial banks. Also, an overnight liquidity facility rate of 3 per cent. applies to overnight lending by the QCB to commercial banks.

Prior to July 2007, the QCB tracked the interest rates of the U.S. Federal Reserve as the Qatari riyal is pegged to the U.S. dollar. However, and especially since the global financial crisis, the QCB has not deemed it necessary to change interest rates in tandem with the U.S. Federal Reserve on all occasions in view of domestic macroeconomic conditions, in particular trends in inflation. Although the QCB's money market rates are largely influenced by the movements in the interest rates of the U.S. Federal Reserve due to the peg on the exchange rate, the QCB acted independently in 2010 and 2011 by changing its policy rate even as the U.S. Federal Reserve continued to keep interest rates unchanged at near-zero levels. The QCB deposit rate which had been kept at 2 per cent. from May 2008 till July 2010 was thereafter reduced by 125 basis points in total in three phases to its current level of 0.75 per cent. by August 2011. Since April 2011, the QCB lending rate has been reduced in two phases by 100 basis points in total to 4.5 per cent. and the QCB repo rate has been reduced in two phases by 105 basis points in total to 4.5 per cent. The surplus liquidity conditions in 2010 and 2011 were reflected in the general softening of interbank interest rates across the maturity spectrum.

On 6 May 2012, the QCB and Bloomberg launched the first ever Qatar Interbank Offer Rate ("**QIBOR**") fixings, in a move aimed at encouraging a more active interbank market in Qatar.

QIBOR, which uses the contributed offer rates quoted by 9 panel banks, is calculated by Bloomberg and published on the QCB website and Bloomberg Professional service. QIBOR fixings for 8 different tenures ranging from overnight to one year is publicly available each business day making market activity transparent to other banks around the world.

Liquidity and Money Supply

The QCB, on behalf of the Government, issues bonds to absorb domestic liquidity and develop a yield curve for riyal-denominated domestic bonds. The QCB has issued a number of domestic bonds since 1999, including six issues in 2009 and three issues in 2010 (including one *sukuk* issue). In 2011, the QCB also issued bonds amounting to QAR 50 billion (U.S.$13.7 billion) to Qatari domestic banks, of which roughly two thirds went to Islamic banks and the rest to conventional banks. The funds so generated were transferred by the QCB to the State of Qatar's account and the State of Qatar used these funds for various Governmental uses and for investment. The QCB also prescribes reserve requirements for commercial banks to be maintained with the QCB in order to control domestic liquidity.

Qatar launched quarterly bond sales in March 2013 to help banks manage liquidity. Qatar has usually issued QAR3 billion (U.S.$824 million) worth of conventional bonds and QAR1 billion (U.S.$275 million) of sukuk each quarter with maturities of three and five years. In late 2014 the QCB indicated that it may be more flexible in planning future auctions of Government bonds, adjusting the timing and characteristics of the issues depending on market conditions and its policy stance. In addition to the bond auctions, the QCB introduced quarterly auctions of treasury bonds in March 2013 and has conducted monthly auctions of three, six and nine month treasury bills since 2011.

As of July 2014, the narrow measure of money ("**M1**"), which comprises currency held by the public and deposits denominated in riyals of the private sector, Government and semi-Government institutions, increased to QR125.6 billion (U.S.$34.5 billion), a 16.4 per cent. increase from July 2013. This led to an increase of M1 domestic share in liquidity of 1.7 per cent. in July 2014 compared to July 2013. As of July 2014, currency in circulation increased to QR11.5 billion (U.S.$3.2 billion) from QR9.4 billion (U.S.$2.6 billion) in July 2013 and demand deposits increased to QR114.1 billion (U.S.$31.3 billion) from QR98.5 billion (U.S.$27.1 billion) from July 2013. As of July 2014, the broad measure of money ("**M2**"), which comprises M1 plus savings and time deposits denominated in riyals and foreign currency deposits of the private sector, Government and semi-Government institutions, increased to QR477.6 billion (U.S.$131.2 billion), an increase of 8.8 per cent. from the end of July 2013. Savings and time deposits increased by 10.1 per cent. from the end of July 2013 to QR214.3 billion (U.S.$58.9 billion) in July 2014. Foreign currency deposits increased by 1.0 per cent. from QR136.3 billion (U.S.$37.4 billion) in July 2013 to QR137.7 billion (U.S.$37.8 billion) in July 2014. Total quasi money represented by savings and time deposits and foreign currency deposits increased to QR351.9 billion (U.S.$96.7 billion) as of July 2014, a 6.3 per cent. increase from the end of July 2013.

Banking System

Commercial Banks

Commercial banks in Qatar consist of seven locally owned conventional commercial banks, four Islamic institutions that operate according to Islamic *Shari'a* principles (including the prohibition on the charging of interest on loans) and seven foreign banks with established branches in Qatar.

Commercial banks are the primary financial institutions in Qatar, providing deposit taking, credit and investment services, as well as foreign exchange and clearance services. The deposits made in Qatar's commercial banks are not insured as there is no deposit insurance scheme in Qatar.

In June 2014 Moody's Investors Service issued a report following their review of Qatar's banking system. The report noted that Qatar's banking system remained stable, unchanged since 2010, and that the stable outlook reflected Moody's expectation that Qatar's strong economic environment would continue to sustain banks' strong earnings, sound capital buffers and low levels of non-performing loans. However, the rating agency noted that Qatar's reliance on the hydrocarbon sector, the banks' relatively high dependence on short-term foreign funding and Qatar's still-developing corporate-governance and risk-management culture posed risks.

At the end of 2013, the average banking sector capital adequacy ratio ("**CAR**") was 16.0 per cent. compared with 18.9 in 2012, 20.6 per cent. in 2011. The CAR for 2010 was 16.1 per cent., the same ratio as in 2009, and in 2008 there was a CAR of 15.5 per cent. In 2013, the average banking sector regulatory tier 1 capital-to-asset ratio for all banks was 12.5 per cent. compared to 12.8 per cent. in 2012, 12.6 per cent. in 2011, 11.1 per cent. in 2010 and 11.5 per cent. in 2009. Currently, Qatar's commercial banks are compliant with Basel III as implemented by the QCB.

The QIA has provided financial support to Qatar's financial sector as a response to the global economic downturn and as a preventative measure to preserve the general stability in Qatar's banking sector. In early 2009, the QIA began making direct capital injections in Qatar's commercial banking sector through a plan to purchase equity ownership interests of up to 20 per cent. in the domestic banks listed on the QE. In line with the plan, from 2009 through to 2011, the QIA acquired equity positions ranging from 5 per cent. to 20 per cent. in various domestic banks, including QIB, the Commercial Bank, the Qatar International Islamic Bank, the Ahli Bank and the Doha Bank. The total equity injections in the domestic banks currently amount to QAR 11.2 billion (U.S.$3.1 billion).

In addition to the equity purchases, the QIA also assisted the banking sector by purchasing certain portions of their investment and real estate portfolios. On 22 March 2009, the QIA purchased the investment portfolios of seven of the nine domestic banks listed on the QE at a total purchase price of approximately QAR 6,500 million (U.S.$1,786 million) paid through a combination of cash and domestic Government bonds. This purchase price was equal to the value of such investment portfolios as registered in the records of each bank as of 28 February 2009. In an effort to further boost liquidity and encourage lending, in early June 2009, the QIA made a second round of investments and bought the real estate portfolios and investments of nine domestic commercial banks at a sale price equivalent to the net book value of such portfolios and investments with a total ceiling amount of QAR 15,000 million (U.S.$4,121 million). The total support to the banking sector, which includes purchases of real estate and investment portfolio in domestic banks as well as the equity injections has been QAR 32,700 million (U.S.$8,984 million).

The amount of credit extended by commercial banks to the private sector grew by a compound annual growth rate of 14.7 per cent. between 2009 and 2014, increasing to QAR 353.0 billion (U.S.$97.0 billion) from QAR 177.5 billion (U.S.$48.8 billion) in 2009. In 2011, credit extended to the real estate sector amounted to 34.3 per cent. of total private sector credit extended by commercial banks, while credit extended to the services sector and consumer credit amounted to 13.4 per cent. and 30.7 per cent. of total private sector credit, respectively. In 2011, the amount of credit extended to the real estate sector showed the sharpest increase, with an annual growth rate of approximately 49.3 per cent. The amount of credit to contractors declined by 11.9 per cent. in 2011 compared to 2010.

According to the data available from the Qatar Central Bank, the level of "non-performing" commercial bank loans in Qatar has remained low in recent years. The level of non-performing loans was 1.9 per cent. in 2013, 1.7 per cent. in 2012 and 2011, 2.0 per cent. in 2010, 1.7 per cent. in 2009 and 1.2 per cent. in 2008. Under QCB regulations, non-performing loans are determined by reference to a range of indicators, and include loans that meet one of the following conditions for at least three months: (i) the borrower is not able to meet its loan repayments and the loan is past due; (ii) other credit facilities of that borrower are past due; (iii) the existing credit limits granted to that borrower for its other credit facilities are not renewed; or (iv) a borrower exceeds its agreed credit limit by 10 per cent. or more without prior authorisation. Commercial banks in Qatar categorise non-performing loans into three groups: substandard, doubtful and bad. Substandard loans are those that have not performed for three or more months, doubtful loans are those that have not performed for six or more months, and bad loans are those that have not performed for nine or more months. The QCB also obliges national banks to form a "risk reserve" from their net profits, which should not be less than 2.5 per cent. of the total direct credit facilities granted by the bank and its branches and subsidiaries inside and outside Qatar. This figure is calculated according to each bank's consolidated balance sheet, after deduction of the specific provisions, suspended interests and deferred profits for Islamic banks, with the exception of credit facilities extended to the Ministry of Finance, credit facilities guaranteed by the Ministry of Finance and credit facilities secured by cash collateral (with a lien on cash deposits). The QCB issued a circular number 102/2011 in December 2011 which instructed that the risk reserve level that national banks must adhere to will be increased from 1.5 per cent. to 2 per cent. of the total direct credit facilities granted by the banks by the end of 2012, and to 2.5 per cent. by the end of 2013.

The following table sets out the consolidated balance sheet of the Qatari commercial banking sector by economic activity as at 31 December 2010 to 31 December 2014.

	2010	2011	2012	2013	2014
			(in millions of QAR)		
Assets					
Reserves					
Cash	1,879.4	2,079.1	2,814.3	3,135.8	3,753.5
Balances with the QCB	83,578.5	21,802.1	34,264.0	31,388.1	39,862.1
Foreign assets:					
Cash	403.4	1,212.0	1,140.4	1,244.4	2,614.4
Claims on foreign banks	41,781.8	59,836.3	68,814.1	68,552.9	80,819.9
Foreign credit	20,560.5	26,867.3	31,742.6	42,319.2	63,679.1
Foreign investments	28,379.1	31,523.8	26,748.5	50,918.1	49,318.3
Domestic Assets:					
Due from Banks in Qatar	27,999.1	38,656.4	27,433.9	16,777.6	37,151.9
Domestic Credit	293,920.0	376,695.2	476,885.7	533,075.1	586,530.5
Domestic Investments	56,174.7	121,567.2	133,936.1	146,892.2	125,447.4
Fixed Assets	4,082.3	4,196.6	3,885.9	3,913.9	4,843.7
Other Assets	8,723.4	9,864.5	8,928.8	11,576.4	10,668.9
Total assets	**567,482.2**	**694,300.5**	**816,633.3**	**910,071.5**	**1,004,769.5**
Liabilities:					
Foreign Liabilities:					
Non-resident deposits	29,680.8	19,835.2	40,729.1	33,579.5	48,119.1
Due to foreign banks	97,103.4	133,276.7	144,770.7	120,701.1	131,899.1
Debt securities	12,525.1	8,420.1	31,754.7	45,603.6	39,078.0
Domestic Liabilities:					
Resident deposits	277,106.7	343,777.2	417,336.5	514,804.3	552,955.1
Due to domestic banks	23,419.9	32,246.4	22,926.0	15,471.0	34,672.4
Due to QCB	3,413.2	4,910.3	2,170.4	4,600.4	6,675.2
Debt securities	115.0	7,541.3	1,113.9	1,289.6	3,416.0
Margins	1,047.8	1,096.2	914.7	1,337.8	110,931.2
Capital accounts	62,793.1	87,744.6	102,458.1	110,931.2	118,081.0
Provisions	7,315.8	8,162.0	8,038.1	9,929.4	9,925.4
Unclassified liabilities	52,961.4	47,290.5	37,128.2	43,017.9	50,096.1
Total liabilities	**567,482.2**	**694,300.5**	**816,633.3**	**910,071.5**	**1,004,769.5**

Source: Qatar Central Bank

The following table summarises the capital adequacy ratio and the ratio of non-performing loans to total capital for the Qatari banking system as at 31 December 2010 to 31 December 2014.

	As at 31 December				
	2010	2011	2012	2013	2014
Capital adequacy ratio (per cent.)...	16.1	20.6	18.9	16.0	16.3
Non-performing loans/capital (per cent.)	1.3	1.0	1.7	1.9	2.0

Source: Qatar Central Bank website – Bank's Performance Indicators.
(http://www.qcb.gov.qa/English/Pages/BanksPerformanceIndicators.aspx)

The following table sets out the distribution of Qatari commercial bank credit facilities as at 31 December 2010 to 31 December 2014.

	As at 31 December				
	2010	2011	2012	2013	2014
	(in millions of QAR)				
Public Sector:					
Government	36,303.1	40,801.2	51,745.9	56,549.4	64,737.0
Government institutions	50,452.2	90,618.9	139,585.1	152,516.4	140,426.8
Semi government institutions	16,302.7	17,750.3	27,222.4	30,679.1	28,400.1
Total public sector loans	**103,058.0**	**149,170.4**	**218,553.4**	**239,744**	**233,563.9**
Private sector:					
General trade	24,875.2	26,855.3	33,238.2	35,951.5	48,154.4
Contractors and Real Estate	69,452.4	92,440.3	102,107.9	125,509.7	125,509.7
Consumption	56,735.1	67,975.3	71,046.4	80,239.5	99,121.7
Other	39,799.3	40,253.9	51,939.8	68,419.6	80,180.8
Total private sector loans	**190,862.0**	**227,524.8**	**258,332.3**	**293,330.2**	**352,966.6**
Total domestic loans	**293,920.0**	**376,695.2**	**476,885.7**	**533,075.1**	**586,530.5**
Loans outside Qatar	**20,560.5**	**26,867.3**	**31,742.6**	**42,319.2**	**63,679.1**
Total loans	**314,480.5**	**403,562.5**	**508,62.83**	**575,394.3**	**650,209.6**

Source: Qatar Central Bank

The following table sets out the breakdown of Qatari commercial bank deposits as at 31 December 2010 to 31 December 2014.

	As at 31 December				
	2010	2011	2012	2013	2014
	(in millions of QAR)				
Public Sector:					
By term and currency:					
In Qatari Riyal					
Demand deposits	13,877.7	19,274.6	19,366.2	17,649.0	19,083.3
Time and savings deposits	41,875.4	47,655.1	53,060.3	68,630.7	64,526.9
In foreign currencies					
Demand deposits	10,086.2	25,101.1	18,522.3	18,538.0	15,404.9
Time and savings deposits	6,231.9	33,844.8	89,780.3	125,313.2	129,121.1
By sector:					
Government	18,485.8	40,824.6	44,444.7	68,294.0	59,252.3
Government institutions	32,276.5	57,350.9	104,378.1	124,389.7	129,608.9
Semi government institutions	21,308.9	27,700.1	31,906.3	37,447.2	39,275.0
Total public sector deposits	**72,071.2**	**125,875.6**	**180,729.1**	**230,130.9**	**228,136.2**
Private sector:					
By term and currency:					
In Qatari Riyal					
Demand deposits	51,793.1	61,926.2	69,010.7	83,303.1	97,474.7
Time and savings deposits	137,392.9	131,942.2	142,011.2	161,526.9	244,830.0
In foreign currencies					
Demand deposits	10,024.3	11,823.2	10,561.2	14,386.9	16,307.8
Time and savings deposits	5,825.2	12,210.0	15,024.3	25,456.5	33,731.4
By sector:					
Personal	90,828.1	103.093.1	116,257.2	145,840.6	162,251.4
Companies and institutions	114,207.4	114.808.5	69,139.3	66,553.4	71,622.0
Total private sector deposits	**205,035.5**	**217,901.6**	**236,607.4**	**284,673.4**	**324,818.9**
Non-resident deposits	**29,680.8**	**19,835.2**	**40,729.1**	**33,579.5**	**48,119.1**
Total deposits	**306,787.5**	**363,612.4**	**458,065.6**	**548,383.8**	**601,074.2**

Source: Qatar Central Bank

Qatar Development Bank

Qatar Development Bank ("**QDB**") was established by the Government in 1997, with contributions from national banks under the name of Qatar Industrial Development Bank. In 2006, QDB became a Government-owned bank and the following year changed its name to Qatar Development Bank. QDB's main objective is to contribute to the development and diversification of economic and industrial investments in Qatar. QDB finances small and medium sized industrial projects and provides technical assistance and advice to industrialists for the implementation of their projects. QDB also provides consultancy services and financing for projects in the education, agriculture, fisheries, healthcare, animal resources and tourism sectors. As of 31 December 2014, QDB's paid up capital was QAR 3.3 billion (U.S.$906.6 million).

Qatar Financial Centre

The QFC is a financial and business centre established by the Government in 2005 with a view to attracting international financial services institutions and multinational corporations to Doha in order to grow and develop the market for financial services in the region. Unlike other financial centres in the region, the QFC is an onshore financial and business environment.

The QFC comprises: the QFCA, the QFCRA and the QFC Dispute Resolution Centre. The QFCA determines the commercial strategy of the QFC and is responsible for legislation and compliance matters relating to the QFC legal environment. The QFCRA regulates, authorises, supervises and, when necessary, disciplines banking, securities, insurance and other financial businesses carried on in or from the QFC. The QFCRA also registers and supervises the directors and other designated officers of the businesses authorised by it. The QFCRA's regulatory approach is modelled closely on that of the UK's Financial Services Authority. The QFC Civil and Commercial Court has jurisdiction over civil and commercial disputes arising between: (i) entities established within the QFC; (ii) employees or contractors employed by entities established in the QFC and the employing entity; (iii) QFC entities and residents of State of Qatar; and (iv) QFC institutions and entities established in the QFC. The QFC Regulatory Tribunal hears appeals against decisions of the QFCRA, QFCA and other QFC institutions. The QFC Dispute Resolution Centre offers international arbitration and mediation services. The QFCA, QFCRA, the QFC Civil and Commercial Court and the Regulatory Tribunal are all statutory independent bodies reporting to the Council of Ministers.

Firms operating under the QFC umbrella fall into two categories: those providing financial services, which are regulated activities, and those engaged in non-regulated activities in support of financial services. All QFC firms must apply to the QFCA for a business license to conduct a permitted activity in or from the QFC. Firms planning to conduct regulated activities also need to apply to the QFCRA for authorisation. The operations of the Company Registration Office are handled by the QFCA. Approximately 48.4 per cent. of the firms operating under the QFC umbrella, as of March 2014, are regulated financial institutions, including global financial institutions. The QFCA imposed a tax rate of 10 per cent. on local source business profits effective 1 January 2010.

As at 31 December 2013, the QFC included 65 regulated and 80 non-regulated firms. As of the same date, of the regulated firms, there were 29 banking institutions, 26 insurance, reinsurance and insurance mediation firms and 10 asset management and investment firms. From the non-regulated firms, permitted activities include, amongst others, professional services such as legal, audit, tax, advisory and consultancy services.

Financial institutions licensed by the QFCRA as "Category-1" financial institutions are authorised to operate as universal banks and, among other things, may make various types of loans and accept deposits in any currency. Under the QFC licensing policy, such institutions are currently prohibited from conducting retail banking with, or on behalf of, retail customers unless they obtain authorisation from the QFCRA. Financial institutions authorised by the QFCRA as "Category-2," "Category-3" or "Category-4" are permitted to undertake certain more limited activities, and "Category-5" institutions may undertake Islamic finance activities.

Principal regulator and collaborative regulatory approach

Law No 13 of 2012, which came into force in 2013, gave the Governor of the QCB ultimate responsibility for governance of the QFC. While the QFCRA continues to regulate QFC entities that offer financial services, the QCB and the QFCRA collaborate on strategic matters.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection at the offices of the Trustee and the Principal Paying Agent (as defined in the Conditions).

The Master Wakala Purchase Agreement, as supplemented by each Supplemental Purchase Contract

An amended and restated master wakala purchase agreement (the "**Master Wakala Purchase Agreement**") between QIB and the Trustee, as supplemented and amended from time to time, and each Supplemental Purchase Contract applicable to a Series of Certificates, are and will be governed by Qatari law.

Sale of Wakala Portfolio

On the Issue Date of the relevant Series, QIB agrees, in connection with the issue of a Series of Certificates, from time to time to sell and transfer to the Trustee, and the Trustee agrees to purchase from QIB by way of sale and transfer on the relevant Issue Date, QIB's undivided rights, title, interests, benefits and entitlements in certain assets constituting the Wakala Portfolio as will be set out in a schedule to the relevant Supplemental Purchase Contract.

The Trustee will be under an obligation to invest a proportion of the Proceeds of each Series in a Wakala Portfolio in accordance with the terms of the Master Wakala Purchase Agreement and the relevant Supplemental Purchase Contract.

Purchase Price

The purchase price payable for the Wakala Portfolio of any relevant Series of Certificates (the "**Purchase Price**") will be set out in the relevant Supplemental Purchase Contract.

Records

All records in respect of the Wakala Assets will be retained by QIB.

Representations and Warranties

QIB will only provide very limited representations and warranties in respect of the Wakala Assets on the Issue Date of the relevant Series.

Undertakings of QIB

QIB provides only very limited undertakings in the Master Wakala Purchase Agreement.

Management Agreement

An amended and restated management agreement (the "**Management Agreement**") will be entered into on 17 September 2015 between the Trustee and QIB, in its capacity as managing agent of the Wakala Portfolio (the "**Managing Agent**") and is governed by English law. Under the Management Agreement, the Managing Agent shall be obliged, in accordance with an investment plan (the "**Wakala Investment Plan**") to manage the Wakala Portfolio through the provision of certain services (the "**Services**") including, but not limited to, ensuring timely receipt of all revenues from the Wakala Portfolio (the "**Wakala Portfolio Revenues**"), collecting or enforcing the collection of such Wakala Portfolio Revenues and using its reasonable endeavours to apply such Wakala Portfolio Revenues in the nature of capital or principal payments in respect of the relevant Wakala Assets (including fixed rentals (in the case of Ijara Assets) and cost element (in the case of Murabaha Receivables)) (the "**Wakala Portfolio Principal Revenues**") in acquiring further Eligible Wakala Assets from QIB in accordance with the terms of the Management Agreement.

Appointment of QIB as Managing Agent

The Trustee will appoint the Managing Agent to service the Wakala Portfolio applicable to each Series of Certificates. In particular, the Managing Agent:

(a) will manage the Wakala Portfolio in accordance with the Wakala Investment Plan, the terms of which will be completed in respect of each Series;

(b) shall use its reasonable endeavours to do all acts and things (including execution of such documents, issue of notices and commencement of any proceedings) to ensure the assumption and compliance by the counterparties to each Ijara Contract, contract in respect of Murabaha Receivables, Istisna'a forward lease agreement and/or other income-generating *Shari'a*-Compliant Assets constituting the Wakala Assets of its covenants, undertakings or other obligations thereunder;

(c) shall, in conjunction with acting as Mudarib under the Master Restricted Mudaraba Agreement, ensure that, on the Issue Date of a Series (but not necessarily thereafter), at least 51 per cent. of the aggregate of the Value of: (i) the Mudaraba Portfolio; and (ii) the Wakala Portfolio, on such Issue Date shall be derived from Ijara Assets, and/or any other income-generating *Shari'a*-Compliant Assets that have associated with them underlying tangible assets;

(d) shall ensure that, at all times, the Wakala Tangibility Ratio shall be at least 33 per cent. and should the Wakala Tangibility Ratio fall below 33 per cent., the Managing Agent shall as soon as reasonably possible thereafter:

   (i) acquire sufficient Eligible Wakala Assets that have associated with them underlying tangible assets; or

   (ii) substitute any Wakala Assets that do not have associated with them underlying tangible assets for Eligible Wakala Assets of a tangible nature or that have associated with them underlying tangible assets,

   (iii) to raise the Wakala Tangibility Ratio to a level that is equal to or greater than 33 per cent. of the Value of the relevant Wakala Portfolio at such time;

(e) shall monitor, subject to, and in accordance with its usual and standard practices from time to time, the Value and income generating properties of the Mudaraba Assets and use its best endeavours to manage the Mudaraba Portfolio such that the aggregate of the Value of the relevant Mudaraba Portfolio and any Wakala Portfolio Principal Revenues held by the Managing Agent on the Business Day immediately preceding the relevant Dissolution Date, is equal to or greater than the relevant Mudaraba Capital;

(f) shall, upon the maturity of, or default or potential default in respect of, any Original Wakala Asset, remove such Original Wakala Asset from the relevant Wakala Portfolio for each Series and shall substitute such asset with an Eligible Wakala Asset in accordance with the Management Agreement and the Wakala Asset Substitution Undertaking Deed, or as otherwise agreed between the Trustee and the Managing Agent;

(g) shall use its reasonable endeavours to discharge or procure the discharge of all its obligations in its capacity as party to each Ijara Contract, contract in respect to Murabaha Receivables, Istisna'a forward lease agreement and/or other *Shari'a*-compliant agreement constituting the relevant Wakala Portfolio, it being acknowledged that the Managing Agent may appoint one or more agents to discharge their obligations on its behalf;

(h) in relation to the Wakala Istisna'a Assets, shall:

   (i) procure the delivery of the Wakala Istisna'a Assets in accordance with the relevant Transaction Contracts relating to the Wakala Istisna'a Assets; and

   (ii) ensure that the design and construction of the Wakala Istisna'a Assets is carried out in accordance with all applicable laws and good industry practice,

   (iii) provided that any breach of such obligations shall not constitute a breach of the Management Agreement for the purposes of any QIB Event but shall result in the Mudarib being required to substitute the relevant Wakala Istisna'a Asset in accordance with the Management Agreement;

(i) may pay on behalf of the Trustee any costs, expenses, losses and Taxes which would otherwise be payable by the Trustee as a result of the Trustee's ownership of the Wakala Portfolio;

(j) shall use its best endeavours to ensure the timely receipt of all Wakala Asset Revenues, investigate non-payment of Wakala Asset Revenues and generally make all reasonable efforts to collect or enforce the collection of such Wakala Asset Revenues under the relevant contract or instrument as and when the same shall become due;

(k) shall use its best endeavours to ensure that the Expected Wakala Portfolio Income Revenues are at least equal to the Wakala Portfolio Income Revenues;

(l) shall maintain the Collection Accounts and the Wakala Reserve Account in accordance with the Management Agreement;

(m) shall obtain all necessary authorisations in connection with any of the Wakala Assets and its obligations under or in connection with the Management Agreement;

(n) if a Liquidity Facility is to be provided, provide such Liquidity Facility in accordance with the Conditions and the Management Agreement;

(o) ensure that lessees maintain industry standard insurances in respect of the Ijara Assets and fulfil all structural repair and major maintenance obligations in respect of the relevant Ijara Assets (each in accordance with the terms of any underlying Ijara Contract);

(p) in the event that, on a Dissolution Date: (i) QIB fails to pay an Exercise Price (as defined in the Purchase Undertaking Deed and Sale Undertaking Deed respectively) in accordance with clause 3.2 (*Exercise and Undertaking*) of the Sale Undertaking Deed or clause 3.2 (*Exercise and Undertaking*) of the Purchase Undertaking Deed or (ii) the Managing Agent fails to pay to the Transaction Account the amount of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the Series that have not yet as of the Dissolution Date been invested in Eligible Wakala Assets:

    (i) the Trustee shall maintain its ownership interest in the applicable Wakala Portfolio;

    (ii) the Managing Agent shall continue to perform the Services in respect of such Wakala Portfolio; and

    (iii) unless otherwise instructed by the Delegate (in circumstances where the delegation has become effective), the Managing Agent shall, for the period for which the relevant Exercise Price (as defined in the Purchase Undertaking Deed and Sale Undertaking Deed, respectively) remains outstanding, continue to credit all Wakala Asset Revenues in accordance with the Management Agreement; and

(q) shall carry out any incidental matters relating to any of the above.

For these purposes, "**Transaction Contract**" means any contract (other than a Transaction Document) in connection with the Mudaraba Assets or the Wakala Assets entered into or to be entered into by any Transaction Party; and

"**Transaction Party**" means any person (other than QIB) which is or will become a party to any Transaction Contract.

Standard of Care

The Managing Agent shall perform its duties under the Management Agreement in accordance with all applicable laws and regulations, with the degree of skill and care that it would exercise in respect of its own assets and in a manner that is not repugnant to the *Shari'a*.

Fees

QIB has received a fee for acting as Managing Agent which comprises a fixed basic fee of U.S.$100 and may also receive an incentive amount calculated as the remaining balance (if any) of the Wakala Reserve Account, as more particularly described in "*Operation of Collection Accounts and Wakala Reserve Accounts (Wakala Assets)*" below.

Operation of Collection Accounts and Wakala Reserve Accounts (Wakala Assets)

The Managing Agent will maintain on its books a separate non-interest bearing ledger account (a "**Collection Account**"). All Wakala Portfolio Revenues which are not Wakala Portfolio Principal Revenues ("**Wakala Portfolio Income Revenues**") received by the Managing Agent in respect of Wakala Assets of each Series will be credited to the Collection Account and applied by the Managing Agent in the following order of priority:

(a) first, payment of all or any due and payable Management Liabilities Amounts and any amounts due and repayable under the Liquidity Facility;

(b) second, to the relevant Transaction Account an amount equal to the lesser of the Wakala Percentage of the Required Amount for the corresponding Periodic Distribution Date and the balance of the Collection Account; and

(c) the balance of the Income Collection Account immediately following the payment of the amounts set out in paragraphs (a) and (b) on such day shall be retained by the Managing Agent as a reserve and credited to a reserve ledger account in the name of the Managing Agent (the "**Wakala Reserve Account**").

For these purposes, "**Required Amount**" means the aggregate of the amounts described in paragraphs (i), (ii) and (iii) of Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*) and, in relation to a Dissolution Date, the aggregate of the amounts described in paragraphs (i), (ii), (iii) and (iv) of Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*).

The Managing Agent is required, under the Management Agreement, to use all Wakala Portfolio Revenues which do not comprise Wakala Portfolio Income Revenues to invest in additional Eligible Wakala Assets, which will form part of the Wakala Portfolio of that relevant Series.

On each Periodic Distribution Date, the Managing Agent will apply any amounts standing to the credit of the Wakala Reserve Account by paying the same into the Transaction Account, towards the aggregate amount of any shortfall between: (i) the amounts standing to the credit of the Transaction Account at such time (after taking into account any payments made or to be made pursuant to the Master Restricted Mudaraba Agreement); and (ii) the Required Amount due on the corresponding Periodic Distribution Date (a "**Shortfall**"). The Managing Agent will be entitled to deduct amounts standing to the credit of the Wakala Reserve Account for its own account, provided that such amounts shall be repaid by it if so required to fund a Shortfall in respect of the relevant Series.

In the event that, on a Dissolution Date, the amount standing to the credit of the Transaction Account following: (i) the liquidation of the relevant Restricted Mudaraba in accordance with the Master Restricted Mudaraba Agreement; (ii) the Exercise Price becoming due and payable under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable); and (iii) the deposit in the Transaction Account by the Managing Agent of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the Series that have not yet as of the Dissolution Date been invested in Eligible Wakala Assets is less than the Required Amount, due on such date then the Managing Agent may utilise any amounts standing to the credit of the Wakala Reserve Account to the extent of such Shortfall.

Upon final termination or dissolution of the Trust as provided in Condition 11 (*Capital Distributions of the Trust*), and provided that all obligations owed by QIB to the Trustee have been met, the Managing Agent shall be entitled to retain the remaining balance (if any) of the Wakala Reserve Account (after any payments into the Transaction Account as provided above) for its own account as an incentive amount.

Representations and Warranties

The Managing Agent shall make certain limited representations and warranties including, *inter alia*, as to due incorporation, power and authority and the validity of its obligations under the Management Agreement.

Termination of Appointment

QIB's appointment as Managing Agent may be terminated without notice upon the occurrence of any QIB Event (see "*Summary of the Principal Transaction Documents – Purchase Undertaking Deed*" below). The occurrence of a QIB Event will also be a Dissolution Event allowing the Trustee, at its option, to declare (or, upon written request of Certificateholders representing not less than 20 per cent. in face amount of the relevant Series of Certificates for the time being outstanding and being indemnified and/or secured and/or pre-funded to its satisfaction, requiring it to declare) the Certificates of the relevant Series to be immediately due and payable.

The payment obligations of the Managing Agent under the Management Agreement are and will be direct, unconditional, unsecured and general obligations of the Managing Agent and shall rank at least *pari passu* with all other unsecured, unsubordinated and general obligations of the Managing Agent.

Incentive Amount

Upon final termination and dissolution of the Trust, and provided that all obligations owed by QIB to the Trustee have been met, the Managing Agent shall be entitled to retain the remaining balance (if any) of the Wakala Reserve Account for its own account as an incentive amount.

The Master Restricted Mudaraba Agreement

An amended and restated master restricted mudaraba agreement (the "**Master Restricted Mudaraba Agreement**") will be entered into on 17 September 2015 between the Trustee (in its capacity as Rabb-al-Maal) and QIB (in its capacity as Mudarib) and will be governed by English law.

In relation to each Series of Certificates the Trustee (in its capacity as Rabb-al-Maal) has agreed to deposit the relevant Mudaraba Capital into a ledger account maintained by the Rabb-al-Maal with the Mudarib (the "**Mudaraba Account**") and enter into a restricted *mudaraba* arrangement (each a "**Restricted Mudaraba**") with QIB as the Mudarib in accordance with the terms of the Master Restricted Mudaraba Agreement and a Restricted Mudaraba Contract. Pursuant to the Restricted Mudaraba, the Mudarib shall, on the Issue Date, invest the relevant Mudaraba Capital to acquire an ownership interest in a portfolio of Mudaraba Real Estate Ijara Assets, Mudaraba Non-Real Estate Ijara Assets, Mudaraba Istisna'a Assets, Murabaha Receivables, *Shari'a*-Compliant Assets that have associated with them underlying tangible assets and *Shari'a*-Compliant Investments owned by QIB and each ownership interest in an asset will constitute a Mudaraba Asset, and together such Mudaraba Assets will constitute the Mudaraba Portfolio of that Restricted Mudaraba Contract.

Pursuant to the terms of the Master Restricted Mudaraba Agreement, the Mudarib shall be obliged to maintain separate ledgers to record: (1) any amount of Mudaraba Portfolio Principal Revenues received in respect of the relevant Restricted Mudaraba; (2) the amount of Mudaraba Profit received in respect of the relevant Mudaraba Portfolio which is payable to the Rabb-al-Maal; and (3) any amounts of Mudaraba Profit remaining after deducting amounts payable to the Rabb-al-Maal. The Mudarib will, to the extent possible, reinvest Mudaraba Portfolio Principal Revenues received in respect of the Mudaraba Portfolio of each Series of Certificates in Eligible Mudaraba Assets, in each case in accordance with the terms of the Master Restricted Mudaraba Agreement, the relevant Restricted Mudaraba Contract and the related Mudaraba Investment Plan, provided that the Value of such further Eligible Mudaraba Assets are not less than the consideration given for, the purchase price of or the amounts otherwise applied in the acquisition of such assets provided that, subject to the terms of the Master Restricted Mudaraba Agreement if sufficient Eligible Mudaraba Assets are not available for such purposes, the Mudaraba Portfolio Principal Revenues may be held in the Mudaraba Account until such time as sufficient Eligible Mudaraba Assets become available.

Pursuant to the Master Restricted Mudaraba Agreement, the Mudaraba Tangibility Ratio shall, at all times, be at least 33 per cent. In the event that, at any time, the Mudaraba Tangibility Ratio should fall below 33 per cent., the Mudarib shall as soon as reasonably possible: (a) acquire sufficient additional Eligible Mudaraba Assets that have associated with them underlying tangible assets; or (b) substitute any Mudaraba Assets that do not have associated with them underlying tangible assets for Eligible Mudaraba Assets of a tangible nature or that have associated with them underlying tangible assets in order to raise the Mudaraba Tangibility Ratio to a level that is equal to or greater than 33 per cent.

Under the terms of the Master Restricted Mudaraba Agreement, in relation to each Restricted Mudaraba, the Mudarib shall be obliged, among other things, to ensure that the Mudaraba Capital is invested in accordance with the terms of the Master Restricted Mudaraba Agreement, the Restricted Mudaraba Contract and the related Mudaraba Investment Plan, ensure that lessees in respect of the Ijara Assets maintain industry standard insurances in respect of the relevant Ijara Assets and fulfil all structural repair and major maintenance obligations in respect of the relevant Ijara Assets (each in accordance with the terms of any underlying Ijara Contract), to monitor, subject to, and in accordance with its usual and standard practices from time to time, on a monthly basis the Value and the income generating properties of the relevant Mudaraba Assets, use its reasonable endeavours to reinvest all Mudaraba Portfolio Principal Revenues in Eligible Mudaraba Assets and monitor, subject to, and in accordance with its usual and standard practices from time to time, on a monthly basis the Value and income generating properties of the Mudaraba Assets and use its best endeavours to manage the Mudaraba Portfolio such that the Value of the relevant Mudaraba Portfolio and any Mudaraba Portfolio Principal Revenues held by the Mudarib is, on the Business Day immediately preceding the relevant Dissolution Date, equal to or greater than the relevant Mudaraba Capital.

In respect of any Mudaraba Istisna'a Assets, the Mudarib will: (a) procure the delivery of the Mudaraba Istisna'a Assets in accordance with the relevant transaction contracts relating to the Mudaraba Istisna'a Assets; and (b) ensure that the design and construction of the Mudaraba Istisna'a Assets is carried out in accordance with all applicable laws and good industry practice, provided that any breach of such obligation shall not constitute a QIB Event but shall result in the Mudarib being required to substitute the relevant Mudaraba Istisna'a Asset in accordance with the Master Restricted Mudaraba Agreement.

The Mudarib shall make profit distributions in relation to a Restricted Mudaraba Contract on a Mudaraba Income Distribution Date (as such term is defined in the Conditions), in respect of each Mudaraba Income Distribution Period, of the relevant Restricted Mudaraba by the Mudarib. The profits (if any) generated by the Mudaraba Capital, being an amount equal to: all revenues received in respect of the Mudaraba Assets during such Mudaraba Income Distribution Period, minus the aggregate of: (a) the Mudaraba Portfolio Principal Revenues received during that Mudaraba Income Distribution Period; (b) any costs (consisting of direct costs and allocated costs) and/or provisions associated with the Mudaraba Assets during the Mudaraba Term; and (c) any Taxes incurred in connection with the Master Restricted Mudaraba Agreement or that Restricted Mudaraba Contract (including in connection with any transfer, sale or disposal of any Mudaraba Asset during the Mudaraba Term) but excluding the Mudarib's obligations (if any) to pay any Taxes or additional amounts under, or in connection with, Condition 12 (*Taxation*) (the "**Mudaraba Profit**") in relation to the applicable Restricted Mudaraba Contract for a Mudaraba Income Distribution Period will, to the extent received by the Mudarib, on the applicable Mudaraba Income Distribution Date, (i) first be allocated and, in the case of any interest of QIB, distributed on a *pro rata* basis in accordance with any respective ownership interests of: (a) QIB and (b) the Mudaraba in the Mudaraba Portfolio and (ii) following such initial allocation and distribution, allocated to the Rabb-al-Maal and the Mudarib in accordance with the profit sharing ratio set out in the Master Restricted Mudaraba Agreement and the Rabb-al-Maal's share of such Mudaraba Profit will be paid into the Transaction Account by the Mudarib on such Mudaraba Income Distribution Date. The Mudarib shall be entitled to use for its own account any amounts received in the nature of Mudaraba Profit provided that such amounts shall be repaid when required in accordance with the terms of the Master Restricted Mudaraba Agreement.

In the event that, on a Mudaraba Income Distribution Date, the portion of the Mudaraba Profit in relation to a Restricted Mudaraba Contract payable to the Rabb-al-Maal is greater than the Mudaraba Percentage of the then applicable Required Amount on the immediately following Periodic Distribution Date under the relevant Series of Certificates to which that Restricted Mudaraba Contract relates, the amount of any excess shall be credited to a reserve ledger account in the name of the Mudarib (the "**Mudaraba Reserve Account**"). The portion of Mudaraba Profit payable to the Transaction Account on such Mudaraba Income Distribution Date in relation to such Series shall be reduced accordingly. The Mudarib will be entitled to use amounts standing to the credit of the Mudaraba Reserve Account for its own account, provided that such amounts shall be repaid by the Mudarib if so required to fund a Shortfall in respect of the relevant Series.

On each Mudaraba Income Distribution Date, the Mudarib will, after taking into account any payments made or to be made pursuant to the Management Agreement, apply any amounts standing to the credit of the Mudaraba Reserve Account, by paying the same into the Transaction Account, towards the aggregate amount of any shortfall between: (i) the amounts standing to the credit of the Transaction Account at such time; and (ii) the Required Amount due on the corresponding Periodic Distribution Date (a "**Shortfall**").

In the event that, on a Dissolution Date, the amount standing to the credit of the Transaction Account following: (i) the liquidation of the relevant Restricted Mudaraba in accordance with the Master Restricted Mudaraba Agreement; (ii) the Exercise Price becoming due and payable under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable); and (iii) the deposit in the Transaction Account by the Managing Agent of any Wakala Portfolio Principal Revenues held by the Managing Agent in relation to the Series that have not yet as of the Dissolution Date been invested in Eligible Wakala Assets, is less than the Required Amount due on such date, then the Mudarib will utilise any amounts standing to the credit of the Mudaraba Reserve Account in order to cover any Shortfall.

Upon final termination or dissolution of the Trust as provided in Condition 11 (*Capital Distributions of the Trust*), after all amounts due under the Certificates of the relevant Series have been satisfied in full, the Mudarib shall be entitled to retain the remaining balance (if any) of the Mudaraba Reserve Account (after any payments into the Transaction Account as provided above) for its own account as an incentive amount.

The Mudarib shall, in relation to a Restricted Mudaraba Contract, liquidate the relevant Restricted Mudaraba on the applicable Mudaraba End Date and shall distribute an amount (the "**Final Liquidation Proceeds**") equal to the aggregate of:

(a) an amount equal to the Value of the relevant Mudaraba Portfolio; plus

(b) any Mudaraba Portfolio Principal Revenues held by the Mudarib in relation to such Restricted Mudaraba Contract at the relevant time that have not yet been invested in further Eligible Mudaraba Assets.

The parties to the Master Restricted Mudaraba Agreement agree that, on the applicable Mudaraba End Date, any amounts standing to the credit of the Mudaraba Reserve Account after all amounts due under the Certificates of the relevant Series have been satisfied in full shall be paid to the Mudarib as an incentive amount for its performance. The Rabb-al-Maal acknowledges that it shall have no entitlement in respect of any surplus amounts that are paid to the Mudarib as an incentive amount.

Upon the maturity of a Series or the occurrence of a Dissolution Event, the relevant Restricted Mudaraba will be liquidated and the Mudarib will distribute the Final Liquidation Proceeds in accordance with the Master Restricted Mudaraba Agreement and the Restricted Mudaraba Contract. Upon receipt by the Trustee of a Cancellation Notice, the Trustee acknowledges and agrees that the Mudarib shall transfer on the relevant Cancellation Date to QIB the Cancellation Mudaraba Assets, provided that the aggregate Value of such Cancellation Mudaraba Assets shall be no greater than the Mudaraba Percentage of the aggregate face amount of the Cancellation Certificates.

The acts of the Mudarib under the Master Restricted Mudaraba Agreement and each Restricted Mudaraba Contract will be monitored and audited from time to time by the *Shari'a* Board of QIB in accordance with normal operating procedures.

Undertakings of the Rabb-al-Maal

The Rabb-al-Maal provides only very limited undertakings in the Master Restricted Mudaraba Agreement.

The Master Declaration of Trust, as supplemented by each Supplemental Declaration of Trust

An amended and restated master declaration of trust (the "**Master Declaration of Trust**") will be entered into on 17 September 2015 between QIB, the Trustee and the Delegate and is governed by English law. A Supplemental Declaration of Trust between the same parties shall be entered into on the Issue Date of each Series of Certificates and shall also be governed by English law.

Upon issue of the Global Certificate initially representing the Certificates of any Series, the Master Declaration of Trust and the relevant Supplemental Declaration of Trust shall together constitute the Trust declared by the Trustee in relation to such Series.

The Trust Assets in respect of each Series of Certificates comprise (unless otherwise specified in the relevant Supplemental Declaration of Trust), *inter alia*, the Sukuk Assets, the Trustee's rights under the Purchase Undertaking Deed and certain other documents it has entered into and any amounts it may have deposited in the relevant Transaction Account, subject to the terms of the relevant Supplemental Declaration of Trust.

Pursuant to the Master Declaration of Trust, the Trustee will, in relation to each Series of Certificates, *inter alia*:

(a) hold the relevant Trust Assets on trust absolutely for the holders of the Certificates *pro rata* according to the face amount of Certificates of that Series held by each Certificateholder, in accordance with the provisions of the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust;

(b) act as trustee in respect of the Trust Assets, distribute the income from the Trust Assets and perform its duties in accordance with the provisions of the Master Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust;

(c) subject to being indemnified and/or secured and/or pre-funded to its satisfaction enforce the Trust Assets including, insofar as it is able, taking all reasonably necessary steps to enforce each of the Master Declaration of Trust, the Purchase Undertaking Deed, the Master Restricted Mudaraba Agreement, the Management Agreement and any other relevant Transaction Document if QIB shall have at any time failed to perform its obligations under it;

(d) collect the proceeds of the Trust Assets in accordance with the terms of the Master Declaration of Trust and, if applicable, the terms of the relevant Supplemental Declaration of Trust;

(e) distribute the proceeds of any enforcement of the Trust Assets, as described in the Master Declaration of Trust and in the Master Restricted Mudaraba Agreement (see the section entitled "*Summary of the Principal Transaction Documents – Master Restricted Mudaraba Agreement*");

(f) maintain proper books of account in respect of the relevant Trust; and

(g) take such other steps as are reasonably necessary to ensure that the Certificateholders of each Series receive the distributions to be made to them in accordance with the Transaction Documents and the Corporate Services Agreement.

In the Master Declaration of Trust, the Trustee also undertakes that, *inter alia*:

(a) it may or shall (subject to being indemnified and/or secured and/or pre-funded to its satisfaction) upon being directed to do so by the Certificateholders enforce the obligations of QIB under the Master Declaration of Trust, the Purchase Undertaking Deed, the Master Restricted Mudaraba Agreement, the Management Agreement and any other Transaction Document to which QIB is a party;

(b) to the extent that it prepares accounts, it shall cause to be prepared and certified by its auditors in respect of each financial accounting period accounts in such form as will comply with all relevant legal and accounting requirements and all requirements for the time being of any stock exchange on which the Certificates are listed; and

(c) following the occurrence of a Dissolution Event in respect of any Series of Certificates and, subject to Condition 15 (*Dissolution Events*), it shall: (i) promptly notify the Certificateholders of the occurrence of such Dissolution Event; and (ii) take all such steps as are necessary to enforce the obligations of QIB under the Purchase Undertaking Deed, the Management Agreement and the relevant Restricted Mudaraba Contract in accordance with the provisions of the Management Agreement, the Master Restricted Mudaraba Agreement and any other Transaction Document to which QIB is a party.

The Trustee irrevocably and unconditionally appoints the Delegate (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) to exercise all of the present and future duties, powers, trusts, authorities and discretions vested in the Trustee by the Master Declaration of Trust that the Delegate may consider to be necessary or desirable in order to, upon the occurrence of a Dissolution Event or a Potential Dissolution Event, exercise all of the rights of the Trustee under the Purchase Undertaking Deed and any of the other Transaction Documents and the Corporate Services Agreement (provided that no obligations, duties or covenants of the Trustee pursuant to the Master Declaration of Trust or any other Transaction Document shall be imposed on the Delegate by virtue of the delegation) and make such distributions from the Trust Assets as the Trustee is bound to make in accordance with the Master Declaration of Trust (the foregoing being the Delegation of the Relevant Powers). The appointment of such delegate is intended to be in the interests of the Certificateholders and does not affect the Trustee's continuing role and obligations as sole trustee.

In addition to the Delegation of the Relevant Powers, certain powers under the Master Declaration of Trust have been vested solely in the Delegate, including, *inter alia*, the power to determine the occurrence of a Dissolution Event, the power to waive or authorise a breach of an obligation or determine that a Dissolution Event or Potential Dissolution Event shall not be treated as such, and the power to consent to certain types of amendments to any Transaction Document or the memorandum and articles of association of the Trustee.

A Collection Account, a Transaction Account, a Wakala Reserve Account and a Mudaraba Reserve Account will be established in respect of each Series of Certificates. Monies received in the Transaction Account in respect of each Series will, *inter alia*, comprise: (i) the Rabb-al-Maal's portion of any Mudaraba Profit; (ii) payments from the relevant Collection Account immediately prior to each Periodic Distribution Date (see "*Summary of the Principal Transaction Documents – Management Agreement*" below); and (iii) the Exercise Price received from QIB under the relevant Sale Agreement (see "*Summary of the Principal Transaction Documents – Purchase Undertaking Deed*" and "*Summary of the Principal Transaction Documents – Sale Undertaking Deed*" below). The Master Declaration of Trust provides that all monies credited to the Transaction Account in respect of each Series will be applied by the Trustee in the following order of priority in accordance with Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*):

(a) first, (to the extent not previously paid) to pay the Delegate all amounts owing to it under the Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Master Declaration of Trust as supplemented by any relevant Supplemental Declaration of Trust;

(b) second, (to the extent not previously paid) to pay *pro rata* and *pari passu*: (i) the Trustee in respect of all amounts properly incurred and documented (each in the opinion of the Delegate) owing to it under the Transaction Documents in its capacity as Trustee; (ii) the Trustee Administrator in respect of all amounts owing to it under the Transaction Documents and the Corporate Services Agreement in its capacity as Trustee Administrator; and (iii) each Agent in respect of all amounts owing to such Agent on account of its fees, costs, charges and expenses and the payment or satisfaction of any liability properly incurred by such Agent pursuant to the Agency Agreement or the other Transaction Documents in its capacity as Agent;

(c) third, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due and unpaid;

(d) fourth, only if such payment is made on a Dissolution Date, to the Principal Paying Agent for application in or towards payment of the Dissolution Amount; and

(e) fifth, only if such payment is made on a Dissolution Date, payment of any residual amount to the Managing Agent as an incentive amount for its performance.

In addition, under the Master Declaration of Trust QIB undertakes to the Trustee that, if any amount payable by QIB to the Trustee pursuant to any Transaction Document is not recoverable from QIB for any reason whatsoever and the Trustee suffers any cost, expense, loss or taxes as a result of the Trustee's holding of the Trust Assets (which cost, expense or loss is not recoverable under the relevant Transaction Documents), then QIB will indemnify the Trustee against all losses, claims, costs, charges and expenses, but excluding the costs of funding the same, to which it may be subject or which it may incur under or in respect of the Transaction Documents.

The Master Declaration of Trust specifies that, on or after the relevant Dissolution Date of a Series of Certificates, the rights of recourse in respect of Certificates shall be limited to the amounts from time to time available and comprising the relevant Trust Assets of that Series, subject to the priority of payments set out in the Conditions. The Certificateholders have no claim or recourse against the Trustee in respect of any amount which is or remains unsatisfied and any unsatisfied amounts will be extinguished.

Following the distribution of the Trust Assets to the Certificateholders in accordance with the Conditions and the Master Declaration of Trust, the Trustee shall not be liable for any further sums, and accordingly the Certificateholders may not take any action against the Trustee or any other person to recover any such sum, in respect of the Certificates or the Trust Assets.

The Trustee shall not be bound in any circumstances to take any action to enforce or to realise such Trust Assets or take any action against QIB under any Transaction Documents to which QIB is a party unless directed or requested to do so by the Certificateholders in accordance with the Conditions, and then only to the extent indemnified to its satisfaction.

No Certificateholder shall be entitled to proceed directly against QIB unless: (i) the Trustee, having become bound so to proceed, fails to do so within 30 days of becoming so bound and such failure is continuing; and (ii) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders who propose to proceed directly against QIB) holds at least 20 per cent. of the aggregate face amount of the Certificates then outstanding.

The foregoing is subject to the following: after enforcing or realising such Trust Assets and distributing the proceeds of the Trust Assets in accordance with Condition 6(e) (*Trust – Operation of Wakala Reserve Account),* Condition 6(f) (*Trust – Operation of Mudaraba Reserve Account*) and Condition 6(h) (*Trust – Application of Proceeds from Trust Assets*), the obligations of the Trustee in respect of such Certificates shall be satisfied and no Certificateholder may take any further steps against the Trustee to recover any further sums in respect of such Certificates and the right to receive any such sums unpaid shall be extinguished. Under no circumstances shall the Trustee or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Purchase Undertaking Deed or any Sale Agreement, and the sole right of the Trustee and the Certificateholders against QIB shall be to enforce the obligation of QIB to pay the Dissolution Amount and any other amounts due under the Transaction Documents.

Certificateholders, by subscribing for or acquiring Certificates, acknowledge that no recourse may be had for the payment of any amount owing in respect of any Certificates against the Trustee or the Delegate, in any circumstances whatsoever, or the relevant Trust to the extent the relevant Trust Assets have been exhausted, following which all obligations of the Trustee or the Delegate and the relevant Trust shall be extinguished.

Certificateholders should note that through, *inter alia*, the Purchase Undertaking Deed, the Trustee and the Delegate will have recourse to QIB and the ability of the Trustee to pay the amounts due in respect of the Certificates will ultimately be dependent on QIB.

Purchase Undertaking Deed

An amended and restated purchase undertaking deed will be executed by QIB in favour of the Trustee and the Delegate on 17 September 2015 (the "**Purchase Undertaking Deed**"), which will be governed by English law.

Under the Purchase Undertaking Deed, QIB irrevocably undertakes in favour of the Trustee to purchase from the Trustee the relevant Wakala Portfolio applicable to a Series of Certificates (each undertaking in respect of a Series, a "**Purchase Undertaking**") on:

(a) the relevant Scheduled Dissolution Date; or

(b) any earlier due date following the occurrence of a Dissolution Event,

at the Exercise Price specified in the Purchase Undertaking Deed.

In order to exercise these rights, the Trustee (or the Delegate on its behalf) will be required to deliver an exercise notice to QIB under the Purchase Undertaking Deed.

The Exercise Price payable by QIB upon exercise of the relevant Purchase Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the Purchase Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Purchase Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date. Any obligation of the Trustee to repay any amounts advanced pursuant to the Liquidity Facility shall be set-off against payment by QIB of that portion of the Exercise Price under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable) comprising: (i) any amounts repayable but unpaid by the Trustee to the Managing Agent under the Liquidity Facility; and (ii) any Management Liabilities Amounts repayable but unpaid by the Trustee to the Managing Agent in accordance with the terms of the Management Agreement.

QIB agrees in the Purchase Undertaking Deed that all payments by it under the Purchase Undertaking Deed will be made without set off or counterclaim of any kind and without any such deduction or withholding for or on account of Tax unless required by law and, in the event that there is any deduction or withholding, QIB shall pay all additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no withholding or deduction had been made.

Subject to payment of the Exercise Price in accordance with the Purchase Undertaking Deed, the parties will enter into a sale agreement (a "**Sale Agreement**") to effect the sale and transfer by the Trustee to QIB of the relevant Wakala Portfolio on the Dissolution Date of the relevant Series of Certificates. The specific terms applicable to each such sale will be confirmed in the Sale Agreement and the form of each such Sale Agreement is scheduled to the Purchase Undertaking Deed.

Sale Undertaking Deed

An amended and restated sale undertaking deed will be executed by the Rabb-al-Maal in favour of QIB on 17 September 2015 (the "**Sale Undertaking Deed**"), which will be governed by English law.

Under the Sale Undertaking Deed, the Trustee will irrevocably undertake to QIB to sell and transfer the relevant Wakala Portfolio applicable to a Series of Certificates (each undertaking in respect of a

Series, a "**Sale Undertaking**") to QIB in the event of certain tax gross-ups being required or, in the event that QIB exercises a call option in relation to a Series (the "**Optional Dissolution Right**").

Under the terms of the Sale Undertaking Deed, and subject to the Trustee being entitled to redeem the Certificates upon the occurrence of a Tax Event (as defined in Condition 11(b) (*Capital Distributions of the Trust – Early Dissolution for Tax Reasons*)) or, if specified as applicable in the applicable Final Terms of a Series, the exercise of an Optional Dissolution Right, QIB may (by exercising its right under the Sale Undertaking Deed and delivering an exercise notice to the Trustee (with a copy to the Delegate) specifying the Tax Redemption Date or Optional Dissolution Date, which must not be less than 45 nor more than 60 days' notice (in the case of an Optional Dissolution Date) or 90 days' notice (in the case of a Tax Redemption Date) after the date on which the exercise notice is given and (if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable to the particular Series) must also be a Periodic Distribution Date) oblige the Trustee to sell and transfer the relevant Wakala Portfolio at the relevant Exercise Price two Business Days prior to the Tax Redemption Date or Optional Dissolution Date, as the case may be. The exercise of QIB's right under the Sale Undertaking Deed is subject to the Trustee (or the Delegate on its behalf) not having previously delivered an exercise notice under, and as defined in, the Purchase Undertaking Deed.

The Exercise Price payable by QIB upon exercise of the relevant Sale Undertaking shall be an amount equal to the aggregate of: (i) an amount equal to the aggregate face amount of Certificates then outstanding for the relevant series minus any Final Liquidation Proceeds upon the date of exercise of the Sale Undertaking; (ii) an amount equal to any accrued and unpaid Periodic Distribution Amounts less any amounts held by the Trustee in the Transaction Account for the payment of such Periodic Distribution Amounts, in each case on the date on which the payment of the Exercise Price is made pursuant to the Sale Undertaking Deed; (iii) an amount equal to the sum of: (1) any amounts repayable but unpaid by the Trustee to the Managing Agent under a Liquidity Facility; and (2) without duplication or double-counting, any other outstanding Management Liabilities Amounts; and (iv) without duplication or double-counting, any other amount specified in the applicable Final Terms as being payable upon the relevant Dissolution Date. Any obligation of the Trustee to repay any amounts advanced pursuant to the Liquidity Facility shall be set-off against payment by QIB of that portion of the Exercise Price under the Purchase Undertaking Deed or Sale Undertaking Deed (as applicable) comprising: (i) any amounts repayable but unpaid by the Trustee to the Managing Agent under the Liquidity Facility; and (ii) any Management Liabilities Amounts repayable but unpaid by the Trustee to the Managing Agent in accordance with the terms of the Management Agreement.

QIB agrees in the Sale Undertaking Deed that all payments by it under the Sale Undertaking Deed will be made without set off or counterclaim of any kind and without any such deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding, QIB shall pay all additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no withholding or deduction had been made.

Subject to payment of the Exercise Price in accordance with the Sale Undertaking Deed, the parties will enter into a Sale Agreement to effect the sale and transfer by the Trustee to QIB of the relevant Wakala Portfolio on the Dissolution Date of the relevant Series of Certificates. The specific terms applicable to each such sale will be confirmed in the Sale Agreement and the form of each such Sale Agreement is scheduled to the Sale Undertaking Deed.

Wakala Asset Substitution Undertaking Deed

An amended and restated wakala asset substitution undertaking deed will be executed by the Trustee (in its capacity as Trustee for the Certificateholders) in favour of QIB on 17 September 2015 (the "**Wakala Asset Substitution Undertaking Deed**"), which will be governed by English law.

Pursuant to the Wakala Asset Substitution Undertaking Deed, the Trustee will, with respect to each Series, give a Wakala Asset Substitution Undertaking in favour of QIB pursuant to which the Trustee undertakes, upon receipt of a substitution notice, to transfer certain Wakala Assets to QIB in exchange for the receipt of certain new Wakala Assets from QIB, on the condition that the Value of the new Wakala Assets is at least equal to the Value of the Wakala Assets being substituted on such date.

Redemption Undertaking Deed

An amended and restated redemption undertaking deed will be executed by the Trustee in favour of QIB on 17 September 2015 (the "**Redemption Undertaking Deed**"), which will be governed by English law.

In accordance with the exercise of the right granted under Condition 14(b) (*Purchase and Cancellation of Certificates – Cancellation of Certificates held by QIB and/or any of its Subsidiaries*), the Trustee undertakes (each undertaking in respect of a Series, a "**Redemption Undertaking**"), following the receipt of a Cancellation Notice by the Trustee, to cancel any relevant Certificates identified to it by QIB and/or any of its subsidiaries and to transfer on any Cancellation Date the Cancellation Wakala Assets, the Value of which shall be no greater than the Wakala Percentage of the aggregate outstanding face amount of the Cancellation Certificates.

The exercise of QIB's right under the relevant Redemption Undertaking is subject to: (i) the Trustee (or the Delegate on its behalf) not having previously delivered an Exercise Notice under, and as defined in, the Purchase Undertaking Deed; and (ii) QIB not having previously delivered an Exercise Notice under, and as defined in, the Sale Undertaking Deed.

Representations of no immunity

In each of the Transaction Documents to which QIB is a party, QIB has represented and warranted that it has entered into such Transaction Document in connection with the exercise of its powers to raise money. Accordingly, QIB has, in each of those Transaction Documents, acknowledged and agreed that the transactions contemplated by such Transaction Documents are commercial transactions to the extent that QIB may in any jurisdiction claim for itself or any of its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to QIB or its assets or revenues, QIB has agreed not to claim and has irrevocably and unconditionally waived such immunity to the full extent permitted by the laws of such jurisdiction.

TAXATION

The following is a general description of certain Qatari, Cayman Islands and European Union tax considerations relating to the Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Certificates, whether in those jurisdictions or elsewhere. Prospective purchasers of Certificates should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Certificates and receiving payments of profit, principal and/or other amounts under the Certificates and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Qatar

The following is a general description of certain Qatar income tax considerations relating to the Certificates. It does not purport to be a complete analysis of all income tax considerations relating to the Certificates nor does it address the considerations that are dependent on individual circumstances. Prospective purchasers of Certificates should consult their own tax advisers to determine the income tax consequences for them of acquiring, holding and disposing of the Certificates and receiving distributions, payments of principal, profit and/or other amounts under the Certificates and the consequences of such actions under the Qatar income tax regulations.

This general description of taxation in Qatar is based upon (a) Law No. 21 of the Year 2009 (the "**Qatar tax law**"), (b) the Executive Regulations of the Income Tax law issued in June 2011 (the "**Executive Regulations**"), (c) the Qatar Central Bank Circulars No.2 of 2011, No.3 of 2011 and No. 4 of 2011 and (d) the published practices that have been adopted and applied by the Director of Public Revenues and Taxes Department at the Ministry of Finance in Qatar, each as in effect on the date of this Base Prospectus. This general description is subject to any subsequent change in Qatar tax law, regulations and practice that may come into force after such date.

Under the Qatar tax law, tax is imposed on income derived from a source in Qatar. Income derived from a source in Qatar includes gross income arising from an activity carried on in Qatar, contracts wholly or partially performed in Qatar and real estate situated in Qatar (including the sale of shares in companies or partnerships, the assets of which consist mainly of real estate situated in Qatar). The gross income of Qatari natural persons resident in Qatar, including their shares in the profits of legal entities, is exempt from Qatar tax as is the capital gains on the disposal of real estate and securities derived by natural persons provided that the real estate and securities so disposed of do not form part of the assets of a taxable activity. Natural or legal persons deemed subject to income tax in Qatar will either pay tax at the standard rate of 10 per cent. on the net taxable income or, the tax will be withheld at source from the gross payment to be made.

A withholding tax applies to certain payments made to "**non-residents**" (as defined in the Qatar tax law) in respect of activities not connected with a permanent establishment in Qatar. Particularly, the Qatar tax law specifies a withholding tax rate of 7 per cent. on payments of interest. The Executive Regulations which apply to the Qatar tax law provide for certain exemptions to withholding tax on interest payments. These exemptions are: (i) interest on deposits in banks in Qatar; (ii) interest on bonds and securities issued by the State of Qatar and public authorities, establishments, corporations and companies owned wholly or partly by the State of Qatar; (iii) interest on transactions, facilities and loans with banks and financial institutions; and (iv) interest paid by a permanent establishment in Qatar to the head office or to an entity related to the head office outside Qatar.

The provisions of the Qatar Tax Law and the Executive Regulations apply to profit payments made under Islamic financial instruments (including sukuk and certificates).The profit payments received by the Trustee from QIB, acting in any capacity, under the Purchase Undertaking, the Sale Undertaking, the Management Agreement or the Restricted Mudaraba Contract will be exempt from withholding tax, under paragraph (iii) above, on the basis that QIB qualifies as a "bank and financial institution".

In any case, all payments made under the Programme (including payments to the Certificateholders) have been exempted from withholding tax by an exemption issued by the Ministry of Finance and dated 16 September 2012.

There is no stamp duty, capital gains tax or sales tax applicable in Qatar (however, unless specifically exempt under the Qatar tax law, gains of a capital nature are treated as income and taxed at the same rate as income).

Cayman Islands

The following is a discussion of certain Cayman Islands tax consequences of an investment in the Certificates. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws payments on Certificates to be issued under the Programme will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments to any holder of Certificates nor will gains derived from the disposal of Certificates be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance or gift tax.

The Trustee has obtained an undertaking from the Governor in Cabinet of the Cayman Islands, pursuant to the Tax Concessions Law (2011 Revision) of the Cayman Islands, that for a period of 20 years from the date of grant of that undertaking no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciation shall apply to the Trustee or its operations and, in addition, that no tax to be levied on profits, income, gains or appreciations which is in the nature of estate duty or inheritance tax shall be payable on or in respect of the shares, debentures or other obligations (which includes the Certificates) of the Trustee or by way of the withholding in whole or in part of any relevant payment (as defined in section 6(3) of the Tax Concessions Law (2011 Revision)). No capital or stamp duties are levied in the Cayman Islands on the issue or redemption of Certificates. However, an instrument transferring title to any Certificates, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Trustee to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.$853.66. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.

EU Information Reporting and Withholding

Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**") requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or secured by such a person for the benefit of) an individual resident, or to (or secured for) certain other types of entity established, in that other EU Member State, except that Austria will instead impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period it elects otherwise. The precise scope of what constitutes interest of similar income for the purposes of the Savings Directive is broad and accordingly it is possible that certain payments which are made in respect of the Certificates (such as the Periodic Distribution Amounts) could be within the scope of the Savings Directive.

The Council of the European Union has adopted a Directive (the "**Amending Savings Directive**") which would, if implemented, amend and broaden the scope of the requirements of the Savings Directive described above, including by expanding the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and by expanding the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or secured for) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Savings Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

The Council of the European Union has also adopted a Directive (the "**Amending Cooperation Directive**") amending Council Directive 2011/16/EU on administrative cooperation in the field of taxation so as to introduce an extended automatic exchange of information regime in accordance with the Global Standard released by the OECD Council in July 2014. The Amending Cooperation Directive requires EU Member States to adopt national legislation necessary to comply with it by 31 December 2015, which legislation must apply from 1 January 2016 (1 January 2017 in the case of Austria). The Amending Cooperation Directive is generally broader in scope than the Savings Directive, although it does not impose withholding taxes, and provides that to the extent there is overlap of scope, the Amending Cooperation Directive prevails. The European Commission has therefore published a proposal for a Council Directive repealing the Savings Directive from 1 January 2016 (1 January 2017 in the case of Austria) (in each case subject to transitional arrangements). The proposal also provides that, if it is adopted, EU Member States will not be required to implement the Amending Savings Directive. Information reporting and exchange will however still be required under Council Directive 2011/16/EU (as amended).

Investors who are in any doubt as to their position or would like to know more should consult their professional advisers.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, (''**FATCA**'') impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a ''**foreign financial institution**'', or ''**FFI**'' (as defined by FATCA)) that does not become a ''**Participating FFI**'' by entering into an agreement with the U.S. Internal Revenue Service (the ''**IRS**'') to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a ''**United States account**'' of the Trustee (a ''**Recalcitrant Holder**''). The Trustee may be classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to payments of gross proceeds (including principal payments) from the disposition of property that can produce U.S. source interest and dividends beginning 1 January 2017 and will apply to ''**foreign passthru payments**'' (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued after the ''**grandfathering date**'', which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Certificates characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued.

The United States and a number of other jurisdictions have entered into, or agreed in substance to, intergovernmental agreements to facilitate the implementation of FATCA (each an ''**IGA**''). Pursuant to FATCA and the ''**Model 1**'' and ''**Model 2**'' IGAs released by the United States, an FFI in an IGA signatory country generally will be treated as a ''**Reporting FI**'' not subject to withholding under FATCA on any payments it receives if it reports certain information in respect of its account holders and investors to its home government or to the IRS. Further, an FFI in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being ''**FATCA Withholding**'') from payments it makes. The United States and the Cayman Islands have entered into an agreement (the ''**US-Cayman IGA**'') based largely on the Model 1 IGA.

If the Trustee is treated as a Reporting FI pursuant to the US-Cayman IGA, it does not anticipate that it will be obligated to deduct any FATCA Withholding from payments it makes. There can be no assurance, however, that the Trustee will be treated as a Reporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. The Trustee and financial institutions through which payments on the Certificates are made may be required to deduct FATCA Withholding if (i) any FFI through or to which payment on the Certificates is made is not a Participating FFI, a Reporting FI or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Certificates are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Certificates by the Trustee, the Principal Paying Agent and the Common Depositary, given that each of the entities in the payment chain between the Trustee and the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Certificates. The documentation expressly contemplates the possibility that the Certificates may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Certificates will only be printed in remote circumstances.

FATCA is particularly complex and its application to the Trustee, the Certificates and the Certificateholders is subject to change. The above description is based in part on regulations, official guidance, the US-Cayman IGA and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers to obtain a more detailed explanation of FATCA and to learn how FATCA might affect each holder in its particular circumstance.

SUBSCRIPTION AND SALE

Certificates may be sold from time to time by the Trustee to any one or more of the Dealers. The arrangements under which Certificates may from time to time be agreed to be sold by the Trustee to, and purchased by, the Dealers are set out in a programme agreement (the "**Programme Agreement**") dated 17 September 2015 (the "**Programme Agreement**") and made between, amongst others, the Trustee, QIB and the Dealers. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series of Certificates.

The Trustee and QIB will pay each relevant Dealer a commission as agreed between them in respect of Certificates subscribed by it.

The Trustee and QIB have also agreed to reimburse the Dealers for certain of their expenses incurred in connection with any update of the Programme and to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Certificates.

The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Certificates in certain circumstances prior to payment for such Certificates being made to the Trustee.

General

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, to the best of its knowledge, it shall comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Certificates or possesses, distributes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense.

Selling restrictions may be modified with the agreement of the Trustee, QIB and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out. Any such modification will be set out in the applicable Final Terms issued in respect of the issue of the Series of Certificates to which it relates or in a supplement to this Base Prospectus.

United States of America

The Certificates have not been and will not be registered under the Securities Act, as amended, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer or sell Certificates: (i) as part of their distribution at any time; or (ii) otherwise until the expiration of 40 days after the completion of the distribution of all Certificates of the Series of which such Certificates are a part, as determined and certified to the Principal Paying Agent by such Dealer (or, in the case of a Series of Certificates sold to or through more than one Dealer, by each of such Dealers with respect to Certificates of such Series purchased by or through it, in which case the Principal Paying Agent shall notify each such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Certificates during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Certificates within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Certificates are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until the expiration of 40 days after the commencement of the offering of any Series of Certificates, an offer or sale of Certificates within the United States by any dealer (whether or not participating in the offering of such Series of Certificates) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Trustee and QIB for use in connection with the offer and sale of the Certificates outside the United States. The Trustee, QIB and the Dealers reserve the right to reject any offer to purchase the Certificates, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Trustee of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Certificates to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee and QIB for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Certificates referred to in (a) to (c) above shall require the Trustee, QIB or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "**an offer of Certificates to the public**" in relation to any Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(a) in relation to any Certificates which have a maturity of less than one year: (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell any Certificates other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Certificates would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Trustee;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee or QIB; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Certificates other than: (i) to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "**prospectus**" as defined in the Companies (Winding-up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap 571 of Hong Kong) and any rules made under that Ordinance.

Japan

The Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "**FIEA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Certificates in Japan or to, or for the benefit of, any person resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other relevant laws and regulations of Japan.

Malaysia

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) this Base Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Markets and Services Act 2007 of Malaysia; and

(b) accordingly, the Certificates have not been and will not be offered or sold, and no invitation to subscribe for or purchase the Certificates have been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons or in categories falling within Schedule 6 (or Section 229(1)(b)), Schedule 7 (or Section 230(1)(b)), and Schedule 8 (or Section 257(3)) of the Capital Markets and Services Act 2007 of Malaysia, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Certificates. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers is responsible for any invitation, offer, sale or purchase of the Certificates as aforesaid without the necessary approvals being in place.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Certificates or caused such Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell such Certificates or cause such Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Certificates, whether directly or indirectly, to any person in Singapore other than: (i) to an institutional investor pursuant to Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"); (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Where the Certificates are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Certificates pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(b)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulation 2005 of Singapore.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Certificates to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the U.A.E. other than in compliance with any laws applicable in the U.A.E. governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Certificates to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

(a) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) module of the Dubai Financial Services Authority (the "**DFSA**"); and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module.

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Certificates. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Certificates pursuant to an offering should note that the offer of Certificates is a private placement under Article 10 or Article 11 of the "**Offers of Securities Regulations**" as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the "**KSA Regulations**"), through a person authorised by the Capital Market Authority ("**CMA**") to carry on the securities activity of arranging and following a notification to the CMA under the Regulations.

The Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "**sophisticated investors**" under Article 10 of the KSA Regulations or by way of a limited offer under Article 11 of the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Certificates to a Saudi Investor will be made in compliance with the KSA Regulations.

Investors are informed that Article 17 of the Regulations places restrictions on secondary market activity with respect to the Certificates, including as follows:

(a) a Saudi Investor (referred to as a "**transferor**") who has acquired Certificates pursuant to a private placement may not offer or sell Certificates to any person (referred to as a "**transferee**") unless the offer or sale is made through an authorised person where one of the following requirements is met:

    (i) the price to be paid for the Certificates in any one transaction is equal to or exceeds Saudi Riyals one million or an equivalent amount;

    (ii) the Certificates are offered or sold to a sophisticated investor; or

    (iii) the Certificates are being offered or sold in such other circumstances as the CMA may prescribe for these purposes;

(b) if the requirement of paragraph (a)(i) above cannot be fulfilled because the price of the Certificates being offered or sold to the transferee has declined since the date of the original private placement, the transferor may offer or sell the Certificates to the transferee if their purchase price during the period of the original private placement was equal to or exceeded Saudi Riyals 1 million or an equivalent amount;

(c) if the requirement in paragraph (b) above cannot be fulfilled, the transferor may offer or sell Certificates if he/she sells his entire holding of Certificates to one transferee; and

(d) the provisions of paragraphs (a), (b) and (c) above shall apply to all subsequent transferees of the Certificates.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Certificates, except on a private placement basis, to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "**accredited investor**" means:

(a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.$1,000,000 or more;

(b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.$1,000,000; or

(c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Qatar (including the Qatar Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, delivered or sold, and will not offer, sell or deliver at any time, directly or indirectly, any Certificates in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar (including the Qatar Financial Centre); and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar. This Base Prospectus has not been filed with, reviewed or approved by the Qatar Central Bank, the Qatar Financial Markets Authority, Qatar Financial Centre Regulatory Authority or any other relevant Qatar governmental body or securities exchange.

Cayman Islands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not and shall not make any invitation, whether directly or indirectly, to the public in the Cayman Islands to subscribe for any Certificates.

GENERAL INFORMATION

Authorisation

The establishment and update of the Programme and the issuance of Certificates thereunder was duly authorised by a resolution of the Board of Directors of the Trustee dated 25 September 2012 and 15 September 2015, respectively. Each of the Trustee and QIB has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the establishment and update of the Programme and the issue and performance of the Certificates and the entry into and performance of the Transaction Documents to which it is a party. The entry into the Transaction Documents to which it is a party was authorised by a resolution of the shareholders of QIB dated 16 September 2012 and a resolution of the board of directors of QIB dated 12 September 2012.

Approval of Base Prospectus, Admission to Trading and Listing of Certificates

This Base Prospectus has been approved by the Central Bank of Ireland as competent authority under the Prospectus Directive. Such approval relates only to the Certificates which are to be admitted to trading on the Main Securities Market or any other MiFID Regulated Markets or which are to be offered to the public in any Member State. The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

It is expected that each Series of Certificates which is to be admitted to the Official List and to trading on the Main Securities Market will be admitted separately as and when issued, subject only to the issue of a Global Certificate initially representing the Certificates of such Series.

Application has been made to the Irish Stock Exchange for Certificates issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to the Official List and admitted to trading on the Main Securities Market. However, Certificates may be issued pursuant to the Programme which may not be admitted to listing, trading and/or quotation on any stock exchange and/or quotation system or which will be listed on such other or further stock exchanges and/or quotation systems as the Trustee, QIB and the relevant Dealer(s) may agree.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Trustee in relation to the Certificates and is not itself seeking admission of the Certificates to the Official List of the Irish Stock Exchange or to trading on the regulated market of the Irish Stock Exchange for the purposes of the Prospectus Directive.

Legal and Arbitration Proceedings

Neither the Trustee, QIB or any member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Trustee or QIB is aware) during the 12 months preceding to the date of this Base Prospectus which may have or has had in the recent past, significant effects on the financial position or profitability of the Trustee, QIB and the Group.

Significant/Material Change

Since 31 December 2014 there has been no material adverse change in the prospects of QIB or the Group and, since 30 June 2015, there has not been any significant change in the financial or trading position of QIB or the Group.

There has been no significant change in the financial or trading position of the Trustee and no material adverse change in the prospects of the Trustee, in each case, since the date of its incorporation.

Condition for Determining Price

The issue price and the amount of the relevant Certificates will be determined, before filing of the relevant Final Terms of each Series, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Certificates.

Auditors

The auditors of QIB are Ernst & Young (Qatar Branch) ("**Ernst & Young**") of Burj Al Gassar, 24th Floor, Majlis Al Taawon Street, P.O. Box 164, West Bay, Doha, State of Qatar. Ernst & Young are independent auditors registered to practise as auditors with the Department of Companies Controls, Ministry of Busines and Commerce in the State of Qatar.

Ernst & Young have audited, and rendered unqualified audit reports on, the consolidated financial statements of QIB as at and for the two years ended 31 December 2014 and 31 December 2013, in accordance with Auditing Standards for Islamic Financial Institutions issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("**AAOIFI**"), as stated in each of their reports appearing herein.

The unaudited interim condensed consolidated financial statements of QIB as at and for the six-month period ended 30 June 2015 have been reviewed in accordance with International Standard on Review Engagements 2410, "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*" by Ernst & Young as stated in their report appearing herein.

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

Documents on Display

For so long as Certificates may be issued pursuant to this Base Prospectus, physical copies (and English translations where the documents in question are not in English) of the following documents will be available for inspection from the registered office of the Trustee and from the specified office of the Principal Paying Agent for the time being in London:

(a) the Memorandum and Articles of Association of the Trustee and QIB;

(b) the audited consolidated financial statements of QIB for the years ended 31 December 2014 and 31 December 2013 in each case, together with the audit reports prepared in connection therewith, and the unaudited interim condensed consolidated financial statements of QIB for the six months ended 30 June 2015 together with the review report prepared in connection therewith;

(c) the Management Agreement, the Master Wakala Purchase Agreement and each Supplemental Purchase Contract, the Master Restricted Mudaraba Agreement and each Restricted Mudaraba Contract, the Purchase Undertaking Deed, the Redemption Undertaking Deed, the Sale Undertaking Deed, the Wakala Asset Substitution Undertaking Deed, the Agency Agreement, the Master Declaration of Trust and Supplemental Declaration of Trust and the Corporate Services Agreement;

(d) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus;

(e) each Final Terms (save that Final Terms relating to a Certificate which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Certificate and such holder must produce evidence satisfactory to the Trustee and the Principal Paying Agent as to its holding of Certificates and identity); and

(f) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

The Final Terms for Certificates that are listed on the Official List and admitted to trading on the Regulated Market and, for a period of 12 months only from the date hereof, this Base Prospectus will be published on the website of the Central Bank of Ireland (www.centralbank.ie).

Clearing Systems

The Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records).

The Common Code and the International Securities Identification Number (ISIN) and (where applicable) the identification number of any other relevant Clearing System Series of Certificates will be set out in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the Final Terms.

Dealers transacting with QIB and its Subsidiaries

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to QIB and its Subsidiaries and/or their affiliates in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank financings) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of QIB or QIB's affiliates. Certain of the Dealers or their affiliates that have a financing relationship with QIB routinely hedge their credit exposure to QIB consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Certificates issued under the Programme. Any such short positions could adversely affect future trading prices of Certificates issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

FINANCIAL INFORMATION

Qatar Islamic Bank (S.A.Q)

UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

30 June 2015

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Building a better working world

REPORT ON REVIEW OF UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS TO THE BOARD OF DIRECTORS OF QATAR ISLAMIC BANK (S.A.Q)

Introduction

We have reviewed the accompanying interim consolidated statement of financial position of Qatar Islamic Bank (S.A.Q) ("QIB" or the "Bank") and its subsidiaries (together referred to as the "Group") as at 30 June 2015 and the related interim consolidated statement of income for the three-month and six-month periods ended 30 June 2015, and the related interim consolidated statement of changes in equity, interim consolidated statement of changes in restricted investment accounts and interim condensed consolidated statement of cash flows for the six-month period then ended and the related explanatory notes.

Management is responsible for the preparation and presentation of these interim condensed consolidated financial statements in accordance with the accounting policies disclosed in note 2. Our responsibility is to express a conclusion on these interim condensed consolidated financial statements based on our review.

Scope of review

We conducted our review in accordance with International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity". A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with International Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying interim condensed consolidated financial statements are not prepared, in all material respects, in accordance with the accounting policies disclosed in note 2.

Ziad Nader
of Ernst & Young
Auditor's Registration No. 258

Date: 13 July 2015
Doha

ERNST & YOUNG
Doha
محاسبون قانونيون
الدوحة
22-1
ارنست ويونغ

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As at 30 June 2015

	Notes	30 June 2015 (Unaudited) QR'000	31 December 2014 (Audited) QR'000	30 June 2014 (Unaudited) QR'000
Assets				
Cash and balances with central banks		6,484,832	4,933,474	3,991,759
Due from banks		9,324,780	8,931,018	8,311,211
Financing assets	6	76,628,418	59,681,531	54,518,997
Investment securities	7	17,244,889	15,954,396	15,289,665
Investment in associates	8	1,027,676	966,777	816,311
Investment properties		1,071,829	1,216,420	1,500,544
Assets of a subsidiary held for sale	9	57,108	61,361	327,967
Fixed assets		533,237	508,684	567,906
Intangible assets		302,916	306,589	316,729
Other assets		3,372,016	3,546,214	3,448,730
Total assets		116,047,701	96,106,464	89,089,819
Liabilities, equity of unrestricted investment account holders and equity				
Liabilities				
Due to banks		7,912,405	8,104,212	7,257,843
Customers' current accounts		15,611,314	15,124,873	14,329,938
Sukuk financing		5,453,342	5,450,236	5,447,178
Liabilities of a subsidiary held for sale	9	4,573	18,688	16,921
Other liabilities		1,767,630	1,756,800	1,735,317
Total liabilities		30,749,264	30,454,809	28,787,197
Equity of unrestricted investment account holders	10	69,181,932	51,479,989	47,011,783
Equity				
Share capital		2,362,932	2,362,932	2,362,932
Legal reserve	11	6,370,016	6,370,016	6,370,016
Risk reserve	12	1,369,247	1,369,247	1,084,566
General reserve		81,935	81,935	81,935
Fair value reserve		99,617	93,199	60,032
Foreign currency translation reserve		(19,455)	(29,157)	(35,036)
Other reserves	13	216,820	216,820	212,058
Proposed cash dividends	14	-	1,004,246	-
Share-based payment reserve	15	3,108	-	-
Retained earnings		1,903,832	1,008,760	1,480,114
Total equity attributable to shareholders of the bank		12,388,052	12,477,998	11,616,617
Sukuk eligible as additional capital	16	2,000,000	-	-
Non-controlling interests		1,728,453	1,693,668	1,674,222
Total equity		16,116,505	14,171,666	13,290,839
Total liabilities, equity of unrestricted investment account holders and equity		116,047,701	96,106,464	89,089,819

These unaudited interim condensed consolidated financial statements were approved by the Board of Directors on 13 July 2015 and were signed on its behalf by:

Jassim Bin Hamad Bin Jassim Bin Jabor Al Thani
Chairman

Bassel Gamal
Group Chief Executive Officer

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF INCOME
For the six months ended 30 June 2015

	Note	*Three months ended 30 June*		*Six months ended 30 June*	
		2015 (Unaudited) QR'000	*2014 (Unaudited) QR'000*	***2015 (Unaudited) QR'000***	*2014 (Unaudited) QR'000*
Net income from financing activities		**767,304**	603,406	**1,440,606**	1,183,591
Net income from investing activities		**216,990**	178,479	**360,715**	326,019
Total income from financing and investing activities		**984,294**	781,885	**1,801,321**	1,509,610
Fee and commission income		**131,699**	127,254	**256,700**	233,842
Fee and commission expense		**(22,533)**	(21,824)	**(47,150)**	(42,774)
Net fee and commission income		**109,166**	105,430	**209,550**	191,068
Net foreign exchange gain		**14,103**	17,472	**36,583**	33,773
Share of results of associates		**13,993**	18,474	**19,160**	23,065
Other income		**4,655**	5,421	**9,933**	10,718
Total income		**1,126,211**	928,682	**2,076,547**	1,768,234
Staff costs		**(165,453)**	(137,270)	**(309,696)**	(263,912)
Depreciation and amortisation		**(19,884)**	(18,586)	**(39,517)**	(37,029)
Sukuk holders' share of profit		**(43,379)**	(43,379)	**(86,759)**	(86,759)
Other expenses		**(76,014)**	(80,050)	**(162,519)**	(155,023)
Total expenses		**(304,730)**	(279,285)	**(598,491)**	(542,723)
Net impairment losses on investment securities and properties		**(73,800)**	(49,450)	**(124,000)**	(114,450)
Net impairment losses on financing assets		**(20,249)**	(25,185)	**(44,326)**	(46,352)
Other impairment losses		**334**	(3,725)	**(1,008)**	(7,651)
Net profit for the period from continuing operations before return to unrestricted investment account holders and tax		**727,766**	571,037	**1,308,722**	1,057,058
Discontinued operations					
Profit from a subsidiary held for sale	9	**13,723**	5,716	**21,042**	11,463
Net profit for the period before return to unrestricted investment account holders and tax		**741,489**	576,753	**1,329,764**	1,068,521
Return to unrestricted investment account holders before the Bank's share as Mudarib		**(452,603)**	(266,086)	**(812,694)**	(494,824)
Bank's share as Mudarib		**244,554**	129,180	**432,353**	228,109
Net return to unrestricted investment account holders		**(208,049)**	(136,906)	**(380,341)**	(266,715)
Net profit for the period before tax		**533,440**	439,847	**949,423**	801,806
Tax expense		**(8,030)**	(33,119)	**(11,643)**	(28,983)
Net profit for the period		**525,410**	406,728	**937,780**	772,823
Net profit for the period attributable to:					
Shareholders of the Bank		**494,688**	389,785	**895,072**	725,214
Non-controlling interests		**30,722**	16,943	**42,708**	47,609
Net profit for the period		**525,410**	406,728	**937,780**	772,823
Earnings per share					
Basic and diluted earnings per share (QR per share)		**2.09**	1.65	**3.79**	3.07

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
For the six months ended 30 June 2015

	Share capital QR'000	*Legal reserve QR'000*	*Risk reserve QR'000*	*General reserve QR'000*	*Fair value reserve QR'000*	*Foreign currency translation reserve QR'000*	*Other reserves QR'000*	*Proposed cash dividends QR'000*	*Share-based payment reserve QR'000*	*Retained earnings QR'000*	*Total equity attributable to shareholders of the Bank QR'000*	*Sukuk eligible as additional capital QR'000*	*Non-controlling interests QR'000*	*Total equity QR'000*
Balance at 1 January 2015 *(Audited)*	**2,362,932**	**6,370,016**	**1,369,247**	**81,935**	**93,199**	**(29,157)**	**216,820**	**1,004,246**	**-**	**1,008,760**	**12,477,998**	**-**	**1,693,668**	**14,171,666**
Foreign currency translation reserve movement	-	-	-	-	-	9,702	-	-	-	-	9,702	-	-	9,702
Sukuk eligible as additional capital (Note 16)	-	-	-	-	-	-	-	-	-	-	-	2,000,000	-	2,000,000
Fair value reserve movement	-	-	-	-	6,418	-	-	-	-	-	6,418	-	-	6,418
Net profit for the period	-	-	-	-	-	-	-	-	-	895,072	895,072	-	42,708	937,780
Total recognised income and expense for the period	-	-	-	-	6,418	9,702	-	-	-	895,072	911,192	2,000,000	42,708	2,953,900
Cash dividends paid to shareholders (Note 14)	-	-	-	-	-	-	-	(1,004,246)	-	-	(1,004,246)	-	-	(1,004,246)
Share-based payment (Note 15)	-	-	-	-	-	-	-	-	3,108	-	3,108	-	3,092	6,200
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	-	-	(11,015)	(11,015)
Balance at 30 June 2015 *(Unaudited)*	**2,362,932**	**6,370,016**	**1,369,247**	**81,935**	**99,617**	**(19,455)**	**216,820**	**-**	**3,108**	**1,903,832**	**12,388,052**	**2,000,000**	**1,728,453**	**16,116,505**

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (CONTINUED)
For the six months ended 30 June 2015

	Share capital QR'000	*Legal reserve QR'000*	*Risk reserve QR'000*	*General reserve QR'000*	*Fair value reserve QR'000*	*Foreign currency translation reserve QR'000*	*Other reserves QR'000*	*Proposed cash dividends QR'000*	*Retained earnings QR'000*	*Total equity attributable to shareholders of the Bank QR'000*	*Non-controlling interests QR'000*	*Total equity QR'000*
Balance at 1 January 2014 *(Audited)*	2,362,932	6,370,016	1,084,566	81,935	94,896	(49,974)	212,058	945,172	758,113	11,859,714	1,812,946	13,672,660
Foreign currency translation reserve movement	-	-	-	-	-	14,938	-	-	-	14,938	-	14,938
Fair value reserve movement	-	-	-	-	(34,864)	-	-	-	-	(34,864)	-	(34,864)
Net profit for the period	-	-	-	-	-	-	-	-	725,214	725,214	47,609	772,823
Total recognised income and expense for the period	-	-	-	-	(34,864)	14,938	-	-	725,214	705,288	47,609	752,897
Cash dividends paid to shareholders (Note 14)	-	-	-	-	-	-	-	(945,172)	-	(945,172)	-	(945,172)
Loss on acquisition of non-controlling interests	-	-	-	-	-	-	-	-	(3,213)	(3,213)	-	(3,213)
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	(186,333)	(186,333)
Balance at 30 June 2014 *(Unaudited)*	2,362,932	6,370,016	1,084,566	81,935	60,032	(35,036)	212,058	-	1,480,114	11,616,617	1,674,222	13,290,839

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS
For the six months ended 30 June 2015

		Movements during the period						
Investment	*At 1 January 2015 (Audited) QR'000*	*Investment (withdrawals) QR'000*	*Revaluation QR'000*	*Gross income QR'000*	*Dividends paid QR'000*	*Admin expense QR'000*	*Group's fee as an agent QR'000*	*At 30 June 2015 (Unaudited) QR'000*
Al Rayyan	**148**	**(148)**	**-**	**-**	**-**	**-**	**-**	**-**
Danat	**3,476**	**(3,476)**	**-**	**-**	**-**	**-**	**-**	**-**
Solidarity Group Holding B.S.C	**1,420**	**-**	**-**	**-**	**-**	**-**	**-**	**1,420**
Marsa Al Seef	**85,175**	**(10,592)**	**-**	**-**	**-**	**-**	**-**	**74,583**
Discretionary Portfolio Management	**98,159**	**-**	**293**	**2,168**	**-**	**-**	**(83)**	**100,537**
	188,378	**(14,216)**	**293**	**2,168**	**-**	**-**	**(83)**	**176,540**

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS (CONTINUED)
For the six months ended 30 June 2015

		Movements during the period						
Investment	*At 1 January 2014 (Audited) QR'000*	*Investment (withdrawals) QR'000*	*Revaluation QR'000*	*Gross income QR'000*	*Dividends paid QR'000*	*Admin expense QR'000*	*Group's fee as an agent QR'000*	*At 30 June 2014 (Unaudited) QR'000*
Al Rayyan	2,194	-	(18)	-	-	-	-	2,176
Danat	3,567	-	-	-	-	-	-	3,567
Asian Finance Bank	72,800	(72,800)	-	-	-	-	-	-
Solidarity Group Holding B.S.C	1,420	-	-	-	-	-	-	1,420
Marsa Al Seef	116,152	(14,596)	-	-	-	-	-	101,556
John Spiers	11,220	(11,761)	556	-	-	-	(15)	-
Wise Capital	5,287	(5,287)	-	-	-	-	-	-
BLME Sub.	22,441	(23,522)	1,111	-	-	-	(30)	-
ABC Sub.	20,559	(167)	167	-	-	-	-	20,559
Edward Hotel	20,661	(347)	347	-	-	-	-	20,661
Discretionary Portfolio Management	20,427	-	(357)	4,466	-	-	(87)	24,449
QInvest GCC Basket Trust Certificates	18,636	(18,636)	-	-	-	-	-	-
	315,364	(147,116)	1,806	4,466	-	-	(132)	174,388

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
For the six months ended 30 June 2015

	Six months ended 30 June 2015	*Twelve months ended 31 December 2014*	*Six months ended 30 June 2014*
	(Unaudited)	*(Audited)*	*(Unaudited)*
	QR'000	*QR'000*	*QR'000*
Cash flows from operating activities			
Net profit for the period /year before tax from continuing operations	**928,381**	1,705,558	790,343
Net profit for the period /year from discontinued operations	**21,042**	1,999	11,463
Net changes in operating assets and liabilities	**(17,589,531)**	(10,195,437)	(6,240,589)
Net cash flows used in operating activities	**(16,640,108)**	(8,487,880)	(5,438,783)
Cash flows from investing activities			
Purchase of investment securities	**(1,965,702)**	(6,328,050)	(4,763,348)
Proceeds from sale of investment securities	**816,296**	5,413,629	4,572,747
Purchase of fixed and intangible assets	**(59,577)**	(135,083)	(167,324)
Purchase of associate companies	**(59,165)**	(180,878)	(63,110)
Proceeds from sale of associate companies	**-**	-	1,257
Purchase of investment properties	**-**	(765,760)	(712,001)
Proceeds from sale of investment properties	**-**	481,425	-
Dividends received from investment securities	**9,112**	10,536	-
Dividends received from associate companies	**22,605**	19,600	17,600
Net cash flows used in investing activities	**(1,236,431)**	(1,484,581)	(1,114,179)
Cash flows from financing activities			
Change in equity of unrestricted investment accountholders	**17,701,943**	13,586,780	9,118,574
Cash dividends paid to shareholders	**(1,004,246)**	(945,172)	(945,172)
Proceeds from issuance of sukuk eligible as additional capital	**2,000,000**	-	-
Net cash flows from financing activities	**18,697,697**	12,641,608	8,173,402
Net increase in cash and cash equivalents	**821,158**	2,669,147	1,620,440
Cash and cash equivalents - beginning of the period /year	**9,192,951**	6,523,804	6,523,804
Cash and cash equivalents - end of the period /year (Note 17)	**10,014,109**	9,192,951	8,144,244

The attached notes 1 to 20 form part of these unaudited interim condensed consolidated financial statements

1 LEGAL STATUS AND PRINCIPAL ACTIVITIES

Qatar Islamic Bank S.A.Q ("QIB" or "the Bank") is an entity domiciled in the State of Qatar and was incorporated on 8 July 1982 as a Qatari Public Shareholding Company under Emiri Decree no. 45 of 1982. The commercial registration number of the Bank is 8338. The address of the Bank's registered office is Doha, State of Qatar, P.O. Box 559. The Bank is primarily involved in corporate, retail and investment banking, and has 31 branches in Qatar and one branch in Sudan. The Parent Company of the Group is Qatar Islamic Bank (S.A.Q). The Bank's shares are listed for trading on the Qatar Exchange.

The unaudited interim condensed consolidated financial statements of the Group for the period ended 30 June 2015 were authorised for issue in accordance with a resolution of the Board of Directors on 13 July 2015.

2 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation
The unaudited interim condensed consolidated financial statements of the Bank and its subsidiaries (together referred to as the "Group") for the six months ended 30 June 2015 have been prepared in accordance with the guidance given by the International Accounting Standard 34 - "Interim Financial Reporting". The unaudited interim condensed consolidated financial statements do not contain all information and disclosures required in the annual consolidated financial statements, and should be read in conjunction with the Group's annual consolidated financial statements as at 31 December 2014. In addition, results for the six month period ended 30 June 2015 are not necessarily indicative of the results that may be expected for the financial year ending 31 December 2015.

The preparation of the unaudited interim condensed consolidated financial statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. The actual results may differ from these estimates.

The significant judgments made by the management in applying the Group's accounting policies and the key sources of estimation uncertainty were the same as those applied to the consolidated financial statements for the year ended 31 December 2014.

The Group's financial risk management objectives are consistent with those disclosed in the consolidated financial statements for the year ended 31 December 2014.

The accounting policies adopted in the preparation of the unaudited interim condensed consolidated financial statements are consistent with those followed in the preparation of the Group's annual consolidated financial statements for the year ended 31 December 2014, except for the new standards and amendments listed below, which were prepared in accordance with the Financial Accounting Standards ("FAS") issued by the Accounting and Auditing Organisation for Islamic Financial Institutions (the "AAOIFI"), the Shari'a Rules and Principles as determined by the Shari'a Supervisory Board of the Group, related regulations of Qatar Central Bank and applicable provisions of the Qatar Commercial Company's Law No. 5 of 2002. For matters which are not covered by AAOIFI standards, the Group uses guidance from the relevant International Financial Reporting Standards (the "IFRSs") as issued by the International Accounting Standards Board ("IASB").

During the period, a new Qatar Commercial Company's Law No. 11 of 2015 was issued in the State of Qatar. The new Law did not have any impact on the unaudited interim condensed consolidated financial statements.

New standards and amendments
The following new and amended standards have been adopted by the Group in preparation of these unaudited interim condensed consolidated financial statements whenever there is no applicable FAS Standards. The following standards and amendments became effective as of 1 January 2015 but do not have any material impact to the Group, but they will result in additional disclosures:

Defined Benefit Plans: Employee Contributions (Amendment to IAS 19)
Annual Improvements 2010 - 2012 Cycle
Annual Improvements 2011 - 2013 Cycle

The adoption of the above did not result in any changes to previously reported net profit or equity of the Group.

Standards issued but not yet effective
The below mentioned standards, interpretations and amendments to standards are not yet effective. The Group is currently evaluating the impact of these new standards. The Group will adopt these new standards on the respective effective dates if there is no equivalent FAS Standard.

2 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Standards issued but not yet effective (continued)
IFRS 9 Financial Instruments (Effective 1 January 2018).
IFRS 14 Regulatory Deferral Accounts (Effective 1 January 2016).
IFRS 15 Revenue from Contracts with Customers (Effective 1 January 2017).
Amendments to IFRS 11 Joint Arrangements: Accounting for Acquisition of Interests (Effective 1 January 2016).
Amendments to IAS 16 and IAS 38: Clarification of Acceptable Methods of Depreciation and Amortisation (Effective 1 January 2016).
Amendments to IAS 27: Equity Method in Separate Financial Statements (Effective 1 January 2016).

Basis of consolidation
The unaudited interim condensed consolidated financial statements include the financial statements of the Bank and its following subsidiaries and special purpose entities after elimination of intercompany balances and transactions:

	Country of Incorporation	*Principal Business Activity*	*Effective Percentage of Ownership*	
			2015	*2014*
QIB (UK) (i)	United Kingdom	Investment banking	**99.66%**	99.43%
Arab Finance House	Lebanon	Banking	**99.99%**	99.99%
Durat Al Doha Real Estate Investment and Development W.L.L (ii)	Qatar	Investment in real estates	**39.87%**	39.87%
QIB Sukuk Ltd (iii)	Cayman Islands	Sukuk issuance	**-**	-
Aqar Real Estate Development and Investment Company ("Aqar") (iv)	Qatar	Investment in real estates	**49%**	49%
QIB Sukuk Funding Limited	Qatar	Financing company	**100%**	100%
QInvest LLC (v)	Qatar	Investment banking	**50.13%**	50.13%
Verdi Luxembourg SARL (vi)	Luxembourg	Investment in real estates	**50.13%**	50.13%
Q West S.A.S (vi)	France	Equity investments	**50.13%**	50.13%
Q Invest Saudi Arabia (vi)	Saudi Arabia	Investment holding company	**50.13%**	50.13%
Q Business Services (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
Q Liquidity Limited (vi)	Cayman Islands	Placements	**50.13%**	50.13%
Q Saudi Alpha (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
Q Saudi Beta (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
Q Saudi Gamma (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
QInvest Holding Mauritius (vi)	Mauritius	Investment holding company	**50.13%**	50.13%
QInvest Luxembourg SARL (vi)	Luxembourg	Investments	**50.13%**	50.13%
QInvest Partners LLC (vi)	Qatar (QFC)	Investment holding company	**50.13%**	50.13%
Q Equity (vi)	Cayman Islands	Equity investments	**50.13%**	50.13%
Q Green (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
Q Exhibit (vi)	Mauritius	Investment holding company	**50.13%**	50.13%
Q Learn (vi)	Mauritius	Investment holding company	**50.13%**	50.13%
QI St Edmund's Terrace Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
St. Edmund's Terrace GP Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
SET Investment Management Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%
Inner Mauritius Investments Limited (vi)	Mauritius	Investment holding company	**50.13%**	50.13%
Asian Finance Initiative Corporation (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	50.13%
Q Admiral (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	50.13%
QInvest Admiral (vi)	Qatar (QFC)	Investment holding company	**50.13%**	50.13%
Q Marina (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	50.13%
QInvest Marina (vi)	Qatar (QFC)	Investment holding company	**50.13%**	50.13%
Q Denmark (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	50.13%
QInvest Denmark LLC (vi)	Qatar (QFC)	Investment holding company	**50.13%**	50.13%
QInvest Comms Holding LLC (vi)	Qatar (QFC)	Special Purpose Company	**50.13%**	50.13%
Q Comms (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	50.13%
QI One Wall Street Invest Co. (vi)	Cayman Islands	Investment holding company	**50.13%**	50.13%

2 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of consolidation (continued)

	Country of Incorporation	*Principal Business Activity*	*Effective Percentage of Ownership*	
			2015	*2014*
EFH S.a.r.l. (vi)	Luxembourg	Investment holding company	**50.13%**	50.13%
EFH S.a.r.l. (vi)	Luxembourg	Fund manager	**50.13%**	-
Q Land Real Estate SPC(vi)	Qatar	Real estate investments	**-**	-
QInvest Canyon LLC(vi)	Qatar (QFC)	To provide financing facility	**50.13%**	-
Q Canyon(vi)	Cayman Islands	To provide financing facility	**50.13%**	-
Q Alloy S.à.r.l. (vi)	Luxembourg	To provide financing facility	**50.13%**	-
Q Ethika 1 LLC(vi)	Cayman Islands	Investment holding company	**50.13%**	-
Q Ethika 2 LLC(vi)	Cayman Islands	Investment holding company	**50.13%**	-
QI-NGPV 1 LLC(vi)	Cayman Islands	Investment holding company	**50.13%**	-
QI-NGPV 2 LLC(vi)	Cayman Islands	Investment holding company	**50.13%**	-

Notes:

i) In March 2015, the Bank acquired an additional 18 million shares in QIB (UK) out of which 13.3 million shares were through cash and remaining 4.7 million shares were on conversion of debt into equity. The Banks shareholding in QIB (UK) increased to 99.66%.

ii) Effective from 1 January 2013, the Group has obtained control to govern the financial and operating policies of its previous associate through management agreement with other shareholders in the Company.

iii) QIB Sukuk Ltd, was incorporated in the Cayman Islands as an exempted company with limited liability for the sole purpose of Sukuk issuance for the benefit of QIB.

iv) The Bank has the power to cast majority of the votes in the Board of Directors meetings of Aqar by virtue of representing highest number of members in the Board.

v) As per the Articles of Association of QInvest, the Bank has the power to appoint 8 members of the Board of Directors out of 8 members. Further, on 27 February 2014, QInvest LLC in its Extraordinary General Assembly approved buyback of its shares (44,642,857 shares). Due to the buyback of shares from minority shareholders, the QIB shareholding in QInvest LLC has increased to 50.13%.

vi) The Group has the power to control these entities, indirectly through QInvest LLC and accordingly these entities have been considered as subsidiaries of the Group.

3 OPERATING SEGMENTS

The Group has four reportable segments, as described below, which are the Group's strategic divisions. The strategic divisions offer different products and services, and are managed separately based on the Group's management and internal reporting structure. For each of the strategic divisions, the Chief Executive Officer reviews internal management reports on monthly basis. The following summary describes the operations in each of the Group's reportable segments:

Wholesale banking – Wholesale Banking includes services offered to institutional investors, corporate, other banks, and investment vehicles such as mutual funds or pensions.

Personal banking – Personal banking includes services that are offered to individual customers through local branches of the Bank which includes checking and savings accounts, credit cards, personal lines of credit, mortgages, and so forth.

Group function – treasury, investment, finance and other central functions.

Local & international subsidiaries – Local and international subsidiaries include the Groups local and international subsidiaries all of which are consolidated in the Group financial statements.

Information regarding the results, assets and liabilities of each reportable segment is included below.

Performance is measured based on segment profit before tax, as included in the internal management reports that are reviewed by the Chief Executive Officer. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries.

3 OPERATING SEGMENTS (CONTINUED)

Information about operating segments

30 June 2015 (Unaudited)	*Wholesale banking QR'000*	*Personal banking QR'000*	*Group function QR'000*	*Local & international subsidiaries QR'000*	*Total QR'000*
External revenue:					
Total income from financing and investing activities	**898,073**	**491,514**	**221,356**	**190,378**	**1,801,321**
Net fee and commission income	**97,963**	**72,962**	**15,220**	**23,405**	**209,550**
Net foreign exchange gain	**-**	**-**	**35,783**	**800**	**36,583**
Share of results of associates	**-**	**-**	**15,299**	**3,861**	**19,160**
Other income	**-**	**-**	**-**	**9,933**	**9,933**
Inter segment revenue	**(239,098)**	**89,495**	**149,603**	**-**	**-**
Profit from a subsidiary held for sale	**-**	**-**	**-**	**21,042**	**21,042**
Total segment income after discontinued operations	**756,938**	**653,971**	**437,261**	**249,419**	**2,097,589**
Staff costs , other expenses and depreciation and amortisation	**(114,191)**	**(189,387)**	**(78,309)**	**(129,845)**	**(511,732)**
Sukuk holders' share of profit	**-**	**-**	**(86,759)**	**-**	**(86,759)**
Net return to unrestricted investment account holders	**(213,489)**	**(90,545)**	**(65,274)**	**(11,033)**	**(380,341)**
Other material non-cash items:					
Net impairment losses on investment securities and properties	**-**	**-**	**(124,000)**	**-**	**(124,000)**
Net impairment losses on financing assets	**(22,568)**	**(12,438)**	**(8,613)**	**(707)**	**(44,326)**
Other impairment losses	**-**	**-**	**(1,008)**	**-**	**(1,008)**
Reportable segment net profit before tax	**406,690**	**361,601**	**73,298**	**107,834**	**949,423**
Tax expense	**-**	**-**	**-**	**(11,643)**	**(11,643)**
Reportable segment net profit after tax	**406,690**	**361,601**	**73,298**	**96,191**	**937,780**

3 OPERATING SEGMENTS (CONTINUED)

Information about operating segments

30 June 2014 (Unaudited)	*Wholesale banking QR'000*	*Personal banking QR'000*	*Group function QR'000*	*Local & international subsidiaries QR'000*	*Total QR'000*
External revenue:					
Total income from financing and investing activities	708,810	427,224	210,231	163,345	1,509,610
Net fee and commission income	64,132	54,877	9,829	62,230	191,068
Net foreign exchange gain	-	-	28,657	5,116	33,773
Share of results of associates	-	-	15,481	7,584	23,065
Other income	-	-	-	10,718	10,718
Inter segment revenue	(183,336)	71,268	112,068	-	-
Profit from subsidiary held for sale	-	-	-	11,463	11,463
Total segment income after discontinued operations	589,606	553,369	376,266	260,456	1,779,697
Staff costs , depreciation and amortisation and other expenses	(105,962)	(193,621)	(42,657)	(113,724)	(455,964)
Sukuk holders' share of profit	-	-	(86,759)	-	(86,759)
Net return to unrestricted investment account holders	(123,756)	(111,199)	(16,592)	(15,168)	(266,715)
Other material non-cash items:					
Net impairment losses on investment securities and properties	-	-	(104,000)	(10,450)	(114,450)
Net impairment losses on financing assets	(19,492)	(26,524)	-	(336)	(46,352)
Other impairment losses	-	-	(233)	(7,418)	(7,651)
Reportable segment net profit before tax	340,396	222,025	126,025	113,360	801,806
Tax expense	-	-	-	(28,983)	(28,983)
Reportable segment net profit after tax	340,396	222,025	126,025	84,377	772,823

Note:
Certain segmental income and expenses for the six-month period ended 30 June 2014 were reclassified in the unaudited interim condensed consolidated financial statements for the six months ended 30 June 2015 to conform to the presentation and classification adopted in the current period.

3 OPERATING SEGMENTS (CONTINUED)

30 June 2015 (Unaudited)	***Wholesale banking QR'000***	***Personal banking QR'000***	***Group function QR'000***	***Local & international subsidiaries QR'000***	***Total QR'000***
Reportable segment assets	**58,901,723**	**16,840,026**	**36,062,525**	**4,243,427**	**116,047,701**
Reportable segment liabilities and equity of unrestricted investments account holders	**43,319,445**	**29,280,824**	**24,572,165**	**2,758,762**	**99,931,196**

31 December 2014 (Audited)	*Wholesale banking QR'000*	*Personal banking QR'000*	*Group function QR'000*	*Local & international subsidiaries QR'000*	*Total QR'000*
Reportable segment assets	44,073,065	14,560,357	33,895,757	3,577,285	96,106,464
Reportable segment liabilities and equity of unrestricted investments account holders	32,341,370	25,923,767	21,491,171	2,178,490	81,934,798

4 FAIR VALUE AND CLASSIFICATION OF FINANCIAL INSTRUMENTS

The table below sets out the carrying amounts and fair values of the Group's financial assets and financial liabilities:

30 June 2015 (Unaudited)	*Fair value through income statement QR'000*	*Fair value through equity QR'000*	*Amortised cost QR'000*	*Total carrying amount QR'000*	*Fair value QR'000*
Cash and balances with Central Banks	-	-	**6,484,832**	**6,484,832**	**6,484,832**
Due from banks	-	-	**9,324,780**	**9,324,780**	**9,324,780**
Financing assets	-	-	**76,628,418**	**76,628,418**	**76,628,418**
Investment securities:					
- Measured at fair value	**698,704**	**1,111,981**	-	**1,810,685**	**1,810,685**
- Measured at amortised cost	-	-	**15,434,204**	**15,434,204**	**15,550,062**
Other assets	-	-	**649,363**	**649,363**	**649,363**
	698,704	**1,111,981**	**108,521,597**	**110,332,282**	**110,448,140**
Due to banks	-	-	**7,912,405**	**7,912,405**	**7,912,405**
Customers' current accounts	-	-	**15,611,314**	**15,611,314**	**15,611,314**
Sukuk financing	-	-	**5,453,342**	**5,453,342**	**5,453,342**
Other liabilities	-	-	**1,767,630**	**1,767,630**	**1,767,630**
	-	-	**30,744,691**	**30,744,691**	**30,744,691**

4 FAIR VALUE AND CLASSIFICATION OF FINANCIAL INSTRUMENTS (CONTINUED)

31 December 2014 (Audited)	*Fair value through income statement QR'000*	*Fair value through equity QR'000*	*Amortised cost QR'000*	*Total carrying amount QR'000*	*Fair value QR'000*
Cash and balances with central banks	-	-	4,933,474	4,933,474	4,933,474
Due from banks	-	-	8,931,018	8,931,018	8,931,018
Financing assets	-	-	59,681,531	59,681,531	59,681,531
Investment securities:					
- Measured at fair value	549,721	772,148	-	1,321,869	1,321,869
- Measured at amortised cost	-	-	14,632,527	14,632,527	13,989,524
Other assets	-	-	770,724	770,724	770,724
	549,721	772,148	88,949,274	90,271,143	89,628,140
Due to banks	-	-	8,104,212	8,104,212	8,104,212
Customers' current accounts	-	-	15,124,873	15,124,873	15,124,873
Sukuk financing	-	-	5,450,236	5,450,236	5,450,236
Other liabilities	-	-	1,756,800	1,756,800	1,756,800
	-	-	30,436,121	30,436,121	30,436,121

Fair value hierarchy

The Group uses the following hierarchy for determining and disclosing the fair value of financial investments by valuation technique:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities;

Level 2: other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3: techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data

For financial instruments that are recognised at fair value on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

4 FAIR VALUE AND CLASSIFICATION OF FINANCIAL INSTRUMENTS (CONTINUED)

Fair value hierarchy (continued)
As at 30 June 2015 and 31 December 2014, the Group held the following financial instruments measured at fair value:

30 June 2015 (Unaudited)		*Fair value measurement using*		
Assets measured at fair value:	***Total QR'000***	***Quoted prices in active markets (Level 1) QR'000***	***Significant observable inputs (Level 2) QR'000***	***Significant unobservable inputs (Level 3) QR'000***
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	**-**	**-**	**-**	**-**
Unquoted equity-type investments classified as fair value through income statement	**582,206**	**-**	**204,844**	**377,362**
Quoted equity-type investments classified as fair value through equity	**601,371**	**601,371**	**-**	**-**
Unquoted equity-type investments classified as fair value through equity	**510,610**	**-**	**413,552**	**97,058**

31 December 2014 (Audited)		*Fair value measurement using*		
Assets measured at fair value:	*Total QR'000*	*Quoted prices in active markets (Level 1) QR'000*	*Significant observable inputs (Level 2) QR'000*	*Significant unobservable inputs (Level 3) QR'000*
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	-	-	-	-
Unquoted equity-type investments classified as fair value through income statement	448,902	-	280,593	168,309
Quoted equity-type investments classified as fair value through equity	222,899	222,899	-	-
Unquoted equity-type investments classified as fair value through equity	549,249	-	498,398	50,851

During the period ended 30 June 2015, there were no transfers between Level 1 and Level 2 fair value measurements, and no transfers into and out of Level 3 fair value measurements.

5 IMPAIRMENT

The Group assesses at each statement of financial position date whether there is objective evidence that an asset is impaired. Objective evidence that financial assets (including equity-type investments) are impaired can include default or delinquency by a counterparty / investee, restructuring of financing assets or advance by the Group on terms that the Group would not otherwise consider, indications that a counterparty or issuer will enter bankruptcy, the disappearance of an active market for a security, or other observable data relating to a group of assets such as adverse changes in the payment status of counterparty or issuers, or economic conditions that correlate with defaults. In addition, for an investment in equity-type instruments, a significant or prolonged decline in its fair value below its cost is objective evidence of impairment.

Equity-type investments classified as fair value through equity

In the case of equity-type investments classified as fair value through equity and measured at fair value, a significant (where market value has declined by a minimum of 20%) or prolonged (where market value has declined for 9 months at least) decline in the fair value of an investment below its cost is considered in determining whether the investments are impaired. If any such evidence exists for equity-type investments classified as fair value through equity, the cumulative loss previously recognised in the consolidated statement of changes in equity is removed from equity and recognised in the consolidated statement of income. Impairment losses recognised in the consolidated statement of income on equity-type investments are subsequently reversed through equity. The Group has provided QR 124 million (30 June 2014: QR 114 million) as impairment on equity investment securities which were recognised under “Net impairment loss on investment securities and properties” in the unaudited interim consolidated statement of income.

Investment properties

Investment property held for rental or capital appreciation is measured at fair value with the resulting unrealised gains being recognised in the statement of changes in equity under fair value reserve. Any unrealized losses resulting from re-measurement at fair value is recognized in the consolidated statement of financial position under fair value reserve to the extent of available balance. In case such losses exceed the available balance, the unrealized loss is recognized in the consolidated statement of income. In case there are unrealized losses that have been recognized in the consolidated statement of income in a previous financial year/period, the unrealized gains related to the current financial period is recognized to the extent of crediting back such previous losses in the consolidated statement of income. Any excess of such gains over such prior-year losses is added to the fair value reserve. The Group has provided Nil (30 June 2014: Nil) as impairment on investment properties which was recorded under “Net impairment loss on investment securities and properties” in the unaudited interim consolidated statement of income.

Financial assets carried at amortised cost (including investment in Sukuk instruments classified as amortised cost)

For financial assets carried at amortised cost, impairment is measured as the difference between the carrying amount of the financial assets and the present value of estimated cash flows discounted at the assets’ original effective profit rate. Losses are recognised in consolidated statement of income and reflected in an allowance account. When a subsequent event causes the amount of impairment loss to decrease, the impairment loss is reversed through the consolidated statement of income, to the extent of previously recognised impairment losses. The Group considers evidence of impairment for financial assets carried at amortised cost at both a specific asset and collective level. All individually significant financial assets are assessed for specific impairment. Financial assets that are not individually significant are collectively assessed for impairment by grouping assets together with similar risk characteristics. The Group has provided QR 44 million (30 June 2014: QR 46 million) as impairment on financing assets which was recognised under “Net impairment loss on financing assets” in the unaudited interim consolidated statement of income. Additionally, the Group has provided Nil (30 June 2014: nil) as impairment on Sukuk investments carried at amortised cost which was recorded under “Net impairment loss on investment securities and properties” in the unaudited interim consolidated statement of income.

6 FINANCING ASSETS

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
Total financing assets	**86,523,565**	66,639,051	60,794,727
Less: Deferred profit	**(9,313,809)**	(6,399,267)	(5,752,289)
Specific impairment of financing assets	**(536,417)**	(514,849)	(471,783)
Suspended profit	**(44,921)**	(43,404)	(51,658)
Net financing assets	**76,628,418**	59,681,531	54,518,997

Note:
The impaired financing assets for which an impairment allowance was created amounted to QR 538 million as at 30 June 2015 representing 0.7% of the total financing assets net of deferred profit (31 December 2014: QR 550 million, representing 0.9 % of the total financing assets net of deferred profit).

7 INVESTMENT SECURITIES

	30 June 2015 (Unaudited)			*31 December 2014 (Audited)*		
	Quoted QR'000	**Unquoted QR'000**	**Total QR'000**	*Quoted QR'000*	*Unquoted QR'000*	*Total QR'000*
Investments classified as fair value through income statement						
• equity-type investments	**-**	**582,206**	**582,206**	-	448,902	448,902
• debt-type investments						
- Fixed rate	**116,498**	**-**	**116,498**	100,819	-	100,819
	116,498	**582,206**	**698,704**	100,819	448,902	549,721
Debt-type investments classified at amortised cost						
- State of Qatar Sukuk	**1,204,929**	**12,309,631**	**13,514,560**	1,113,440	11,327,321	12,440,761
- Fixed rate	**1,652,271**	**124,595**	**1,776,866**	1,893,777	161,809	2,055,586
- Floating rate	**133,678**	**9,100**	**142,778**	136,180	-	136,180
	2,990,878	**12,443,326**	**15,434,204**	3,143,397	11,489,130	14,632,527
Equity-type investments classified as fair value through equity	**601,371**	**510,610**	**1,111,981**	222,899	549,249	772,148
	3,708,747	**13,536,142**	**17,244,889**	3,467,115	12,487,281	15,954,396

8 INVESTMENT IN ASSOCIATES

2015

During March 2015, QInvest LLC, subsidiary of the Bank, invested in a newly established Netherlands entity named QIT DF Corporate U.A. along with two other partners. QInvest invested USD16.2 million and its ownership percentage in the Company is 27.8%. This has been designated as an associate in the books of QInvest.

2014

On 1 May 2014, QIB acquired additional 10% of the voting shares of Asian Finance Bank ("AFB") for a purchase consideration of QR 61 million which raised the total shareholding to 60%. AFB is registered as an Islamic Bank in Malaysia and regulated by Bank Negara Malaysia. The principal business lines of AFB include corporate and retail banking.

The Bank does not have "control" over AFB as defined in IFRS 10- Consolidated Financial Statements and FAS 23 – Consolidation under AAOIFI, due to certain provision of the shareholders agreement. Hence, AFB continues to be accounted for as an associate under FAS 24- Investment in Associates under AAOIFI, following the equity method of accounting.

The table below sets out the share of the Group in Asian Finance Bank ("AFB") as of 31 December 2014:

Group's share	*31 December 2014*
Total assets	2,117,872
Total liabilities	1,793,299
Total net assets acquired	324,573
Share of results	8,457
Goodwill	22,048

9 ASSETS AND LIABILITIES OF A SUBSIDIARY HELD FOR SALE

Q West S.A.S.

The assets and liabilities related to Q West S.A.S., subsidiary of the Bank incorporated in France, have been presented as held for sale following the approval and the active disposal plan of the Group's management in December 2014. The disposal is expected to complete in 2015. Assets and liabilities of Q West S.A.S are listed below:

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
Assets	**57,108**	61,361	327,967
Liabilities	**4,573**	18,688	16,921

	Six month period ended 30 June 2015 (Unaudited) QR'000	*Six month period ended 30 June 2014 (Unaudited) QR'000*
Profit for the period	**21,042**	11,463

10 EQUITY OF UNRESTRICTED INVESTMENT ACCOUNTHOLDERS

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
Term accounts	**54,770,996**	38,182,379	32,332,090
Saving accounts	**11,848,976**	10,299,195	10,370,681
Call accounts	**2,560,137**	2,992,845	4,305,828
	69,180,109	51,474,419	47,008,599
Share in fair value reserve	**1,823**	5,570	3,184
Total	**69,181,932**	51,479,989	47,011,783

11 LEGAL RESERVE

In accordance with QCB Law No. 33 of 2006 as amended, 10% of the net profit attributable to the owners of the Bank for the year is required to be transferred to the reserve until the legal reserve equals 100% of the paid up share capital. This reserve is not available for distribution except in circumstances specified in Qatar Commercial Companies Law No. 11 of 2015 and after QCB approval. No appropriation was made in the current period as the legal reserve equal more than 100% of the paid up share capital.

12 RISK RESERVE

In accordance with QCB regulations, a risk reserve should be created to cover contingencies on both the public and private sector financing assets, with a minimum requirement of 2.5% of the total private sector exposure granted by the Group inside and outside Qatar after the exclusion of the specific provisions and profit in suspense. The finance provided to / or secured by the Ministry of Finance – Qatar or finance against cash guarantees is excluded from the gross direct finance. No transfer to risk reserve has been made during the period as the required amount will be transferred at year end. (Year ended 31 December 2014: QR 284.7 million was transferred to risk reserve).

13 OTHER RESERVES

Other reserves represent the undistributed share of associates profits after deducting the cash dividends received, in addition to other reserves as required by QCB.

14 CASH DIVIDENDS

The shareholders of the Bank approved in the general assembly meeting cash dividends of 42.5% for the year ended 31 December 2014 (QR 4.25 per share), (30 June 2014: 40% cash dividends (QR 4 per share) for the year ended 31 December 2013).

15 SHARE-BASED PAYMENT RESERVE

During 2015, "Employee Share Option Plan" (ESOP) was approved by QInvest LLC, subsidiary of the Bank, for its key employees. Under the plan, 37.5 million share options were approved with ratio of 1 option: 1 share. The exercise price of the option will be US$ 1 (QR 3.64) per share. The options vest as per following schedule:

- 50% of options immediately prior to listing date
- 25% of options12 months after listing date
- 25% of options 24 months after listing date

Options must be exercised within 24 months of vesting date (or will otherwise lapse). Options will expire 5 years after the grant date if no listing has happened.

For the six months ended 30 June 2015, the Group has recognised QR 3.1 million as share-based payment expense in the unaudited interim condensed statement of income (30 June 2014: Nil)

16 SUKUK ELIGIBLE AS ADDITIONAL CAPITAL

During 2015, the Group issued perpetual sukuk eligible as additional capital for an amount of QR 2 billion. The sukuk is unsecured and the profit distributions are discretionary and non-cumulative and payable annually. The profit rate for the first six years is fixed and it will be revised in case of renewal. The Group has the right not to pay profit and the sukuk holders has no right to claim profit on the sukuk.
The sukuk do not have a maturity date and have has been classified as equity.

17 CASH AND CASH EQUIVALENTS

For the purpose of the consolidated statement of cash flows, cash and cash equivalents comprise the following balances with original maturities of less than three months:

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
Cash and balances with central banks (excluding restricted QCB reserve account)	**2,831,766**	1,944,933	1,125,353
Due from banks	**7,182,343**	7,248,018	7,018,891
Total	**10,014,109**	9,192,951	8,144,244

18 CONTINGENT LIABILITIES AND COMMITMENTS

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
a) Contingent liabilities			
Unused financing facilities	**8,132,785**	6,456,492	6,289,567
Acceptances	**474,115**	533,329	472,639
Guarantees	**9,115,030**	8,640,208	7,928,047
Letters of credit	**1,456,929**	1,623,905	1,785,879
	19,178,859	17,253,934	16,476,132
b) Commitments			
Investment commitment	**118,314**	-	451,753
Other risk management instruments	**19,128,671**	8,498,951	7,000,782
	19,246,985	8,498,951	7,452,535
Total	**38,425,844**	25,752,885	23,928,667

Lease commitments
Operating lease rentals are payable as follows:

	30 June 2015 (Unaudited) QR'000	*31 December 2014 (Audited) QR'000*	*30 June 2014 (Unaudited) QR'000*
Less than one year	**9,935**	14,654	6,184
After one year but not more than five years	**58,670**	23,996	36,324
More than five years	**119,382**	104,852	111,952
	187,987	143,502	154,460

19 RELATED PARTIES TRANSACTIONS

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties include the significant shareholders and entities over which the Group and the shareholders' exercise significant influence, directors and executive management of the Group.

The related party transactions and balances included in these consolidated financial statements are as follows:

	30 June 2015 (Unaudited)			*31 December 2014 (Audited)*		
	Associated companies QR'000	***Board of Directors QR'000***	***Others QR'000***	*Associated companies QR'000*	*Board of Directors QR'000*	*Others QR'000*
Assets:						
Financing assets	**328,615**	**2,798,397**	**1,579,526**	248,843	1,232,684	1,258,243
Liabilities:						
Other liabilities	**-**	**-**	**-**	-	24,243	-
Equity of unrestricted investment account holders	**84,039**	**171,707**	**362,690**	18,101	370,679	-
Off financial position items:						
Contingent liabilities, guarantees and other commitments	**-**	**166,338**	**1,681**	-	126,412	58,901

	Six months ended 30 June 2015 (Unaudited)			*Six months ended 30 June 2014 (Unaudited)*		
	Associated companies QR'000	***Board of Directors QR'000***	***Others QR'000***	*Associated companies QR'000*	*Board of Directors QR'000*	*Others QR'000*
Consolidated statement of income items:						
Income from financing activities	**6,444**	**32,197**	**20,211**	5,362	10,188	15,925
Profit paid on deposits	**85**	**847**	**2,549**	3,090	751	-
Others	**-**	**-**	**-**	-	-	13

Key management personnel compensation for the period comprised:

	Six months ended 30 June 2015 (Unaudited) QR'000	*Six months ended 30 June 2014 (Unaudited) QR'000*
Key management remuneration	**33,692**	23,369

20 COMPARATIVE FIGURES

Certain figures have been reclassified where necessary to preserve consistency with the presentation in the current period. However, such reclassifications did not have any effect on the consolidated net profit or the total consolidated equity for the comparative period/year.

Qatar Islamic Bank (S.A.Q)

Consolidated financial statements

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CONTENT **Page**

INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF QATAR ISLAMIC BANK (S.A.Q)

Report on financial statements

We have audited the accompanying consolidated financial statements of Qatar Islamic Bank S.A.Q. ("QIB" or the "Bank") and its subsidiaries (together referred to as the "Group") which comprise the consolidated statement of financial position as at 31 December 2014, consolidated statement of income, consolidated statement of changes in equity, consolidated statement of cash flows, consolidated statement of changes in restricted investment accounts and consolidated statement of sources and uses of charity fund for the year then ended, and a summary of significant accounting policies and other explanatory information. These consolidated financial statements and the Group's undertaking to operate in accordance with Islamic Shari'a Rules and Principles are the responsibility of the Group's Board of Directors. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

Basis of opinion

We conducted our audit in accordance with Auditing Standards for Islamic Financial Institutions issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("AAOIFI"). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as at 31 December 2014, the results of its operations, its cash flows, changes in equity, changes in restricted investment accounts, and source and uses of charity fund for the year then ended in accordance with the Financial Accounting Standards issued by AAOIFI.

Report on other legal and regulatory matters

We have obtained all the information and explanations which we considered necessary for the purpose of our audit. We further confirm that the financial information included in the Annual Report of the Board of Directors is in agreement with the books and records of the Group and that we are not aware of any contravention by the Bank of its Articles of Association, the Qatar Commercial Companies Law No. 5 of 2002 and the applicable provisions of Qatar Central Bank regulations and Law No 13 of 2012 during the financial year that would have materially affected the Group's activities or its financial position.

Ziad Nader
of Ernst & Young
Auditor's Registration No. 258

Date: 18 Januray 2015
Doha
State of Qatar

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 31 December 2014

QAR '000s

	Notes	2014	2013
Assets			
Cash and balances with central banks	9	**4,933,474**	2,992,762
Due from banks	10	**8,931,018**	6,348,139
Financing assets	11	**59,681,531**	47,139,466
Investment securities	12	**15,954,396**	14,851,841
Investment in associates	13	**966,777**	741,660
Investment properties	14	**1,216,420**	792,533
Assets of a subsidiary held for sale	15	**61,361**	303,133
Fixed assets	16	**508,684**	436,181
Intangible assets	17	**306,589**	318,819
Other assets	18	**3,546,214**	3,429,710
Total assets		**96,106,464**	77,354,244
Liabilities, equity of unrestricted investment account holders and equity			
Liabilities			
Due to banks	19	**8,104,212**	6,490,703
Customers' current accounts	20	**15,124,873**	12,469,798
Sukuk financing	21	**5,450,236**	5,444,077
Liabilities of a subsidiary held for sale	15	**18,688**	5,267
Other liabilities	22	**1,756,800**	1,378,530
Total liabilities		**30,454,809**	25,788,375
Equity of unrestricted investment account holders	23	**51,479,989**	37,893,209
Equity			
Share capital	24(a)	**2,362,932**	2,362,932
Legal reserve	24(b)	**6,370,016**	6,370,016
Risk reserve	24(c)	**1,369,247**	1,084,566
General reserve	24(d)	**81,935**	81,935
Fair value reserve	24(e)	**93,199**	94,896
Foreign currency translation reserve	24(f)	**(29,157)**	(49,974)
Other reserves	24(g)	**216,820**	212,058
Proposed cash dividends	24(h)	**1,004,246**	945,172
Retained earnings		**1,008,760**	758,113
Total equity attributable to shareholders of the Bank		**12,477,998**	11,859,714
Non-controlling interests	25	**1,693,668**	1,812,946
Total equity		**14,171,666**	13,672,660
Total liabilities, equity of unrestricted investment account holders and equity		**96,106,464**	77,354,244

These consolidated financial statements were approved by the Board of Directors on 18 January 2015 and were signed on its behalf by:

Jassim Bin Hamad Bin Jassim Bin Jabor Al Thani
Chairman

Bassel Gamal
Group Chief Executive Officer

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF INCOME

QAR '000s

For the year ended 31 December 2014

	Notes	2014	2013
Net income from financing activities	26	**2,444,267**	2,003,201
Net income from investing activities	27	**648,812**	800,879
Total net income from financing and investing activities		**3,093,079**	2,804,080
Fee and commission income		**479,905**	364,278
Fee and commission expense		**(87,926)**	(75,734)
Net fee and commission income	28	**391,979**	288,544
Net foreign exchange gain	29	**72,564**	44,084
Share of results of associates	13	**51,636**	6,181
Other income		**23,814**	1,331
Total income		**3,633,072**	3,144,220
Staff costs	30	**(535,224)**	(494,577)
Depreciation and amortisation	16,17	**(73,588)**	(63,195)
Sukuk holders' share of profit		**(173,519)**	(173,519)
Other expenses	31	**(311,070)**	(290,282)
Total expenses		**(1,093,401)**	(1,021,573)
Net impairment losses on investment securities	12	**(171,439)**	(262,750)
Net impairment losses on financing assets	11	**(89,913)**	(97,383)
Other impairment losses		**(8,499)**	(9,642)
Net profit from continuing operations before tax		**2,269,820**	1,752,872
Profit from a subsidiary held for sale	15	**1,999**	4,062
Net profit for the year before return to unrestricted investment account holders and tax		**2,271,819**	1,756,934
Return to unrestricted investment account holders before the Bank's share as Mudarib		**(1,061,492)**	(809,176)
Bank's share as Mudarib		**497,230**	360,386
Net return to unrestricted investment account holders	23	**(564,262)**	(448,790)
Net profit for the year before tax		**1,707,557**	1,308,144
Tax (expense) / credit	32	**(39,008)**	17,459
Net profit for the year		**1,668,549**	1,325,603
Net profit for the year attributable to:			
Shareholders of the Bank		**1,601,432**	1,335,400
Non-controlling interests	25	**67,117**	(9,797)
Net profit for the year		**1,668,549**	1,325,603
Earnings per share			
Basic earnings per share (QAR per share)	35	**6.78**	5.65
Diluted earnings per share (QAR per share)	35	**6.78**	5.65

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

QAR '000s

For the year ended 31 December 2014

	Share capital	Legal reserve	Risk reserve	General reserve	Fair value reserve	Foreign currency translation reserve	Other reserves	Proposed cash dividends	Retained earnings	Total equity attributable to the shareholders of the Bank	Non-controlling interests	Total equity
Balance at 1 January 2014	**2,362,932**	**6,370,016**	**1,084,566**	**81,935**	**94,896**	**(49,974)**	**212,058**	**945,172**	**758,113**	**11,859,714**	**1,812,946**	**13,672,660**
Change in foreign currency translation reserve	-	-	-	-		**20,817**	-	-	-	**20,817**	-	**20,817**
Fair value reserve movement	-	-	-	-	**(1,697)**	-	-	-	-	**(1,697)**	-	**(1,697)**
Net profit for the year	-	-	-	-		-	-	-	**1,601,432**	**1,601,432**	**67,117**	**1,668,549**
Total recognised income and expense for the year	-	-	-	-	**(1,697)**	**20,817**	-	-	**1,601,432**	**1,620,552**	**67,117**	**1,687,669**
Transfer to other reserves (Note 24)	-	-	-	-	-	-	**4,762**	-	**(4,762)**	-	-	-
Cash dividends paid to shareholders (Note 24)	-	-	-	-	-	-	-	**(945,172)**	-	**(945,172)**	-	**(945,172)**
Transfer to risk reserve (Note 24)	-	-	**284,681**	-	-	-	-	-	**(284,681)**	-	-	-
Proposed cash dividends (Note 24)	-	-	-	-	-	-	-	**1,004,246**	(1,004,246)	-	-	-
Social and Sports Fund appropriation (Note 41)	-	-	-	-	-	-	-	-	**(40,045)**	**(40,045)**	-	**(40,045)**
Loss on acquisition of non-controlling interests	-	-	-	-	-	-	-	-	**(17,051)**	**(17,051)**	-	**(17,051)**
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	**(186,395)**	**(186,395)**
Balance at 31 December 2014	**2,362,932**	**6,370,016**	**1,369,247**	**81,935**	**93,199**	**(29,157)**	**216,820**	**1,004,246**	**1,008,760**	**12,477,998**	**1,693,668**	**14,171,666**

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (CONTINUED)

QAR '000s

For the year ended 31 December 2014

	Share capital	Legal reserve	Risk reserve	General reserve	Fair value reserve	Foreign currency translation reserve	Other reserves	Proposed cash dividends	Retained earnings	Total equity attributable to the shareholders of the Bank	Non-controlling interests	Total equity
Balance at 1 January 2013	2,362,932	6,370,016	763,213	81,935	86,074	(31,078)	289,080	886,100	665,603	11,473,875	1,577,130	13,051,005
Change in foreign currency translation reserve	-	-	-	-		(18,896)	-	-	-	(18,896)	-	(18,896)
Fair value reserve movement	-	-	-	-	8,822	-	-	-	-	8,822	-	8,822
Net profit for the year	-	-	-	-		-	-	-	1,335,400	1,335,400	(9,797)	1,325,603
Total recognised income and expense for the year	-	-	-	-	8,822	(18,896)	-	-	1,335,400	1,325,326	(9,797)	1,315,529
Transfer from other reserves (Note 24)	-	-	-	-	-	-	(77,022)	-	77,022	-	-	-
Cash dividends paid to shareholders (Note 24)	-	-	-	-	-	-	-	(886,100)	-	(886,100)	-	(886,100)
Transfer to risk reserve (Note 24)	-	-	321,353	-	-	-	-		(321,353)	-	-	-
Proposed cash dividends (Note 24)	-	-	-	-	-	-	-	945,172	(945,172)	-	-	-
Social and Sports Fund appropriation (Note 41)	-	-	-	-	-	-	-	-	(33,385)	(33,385)	-	(33,385)
Loss on acquisition of non-controlling interests	-	-	-	-	-	-	-	-	(20,002)	(20,002)	-	(20,002)
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	245,613	245,613
Balance at 31 December 2013	2,362,932	6,370,016	1,084,566	81,935	94,896	(49,974)	212,058	945,172	758,113	11,859,714	1,812,946	13,672,660

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended 31 December 2014

QAR '000s

	Notes	2014	2013
Cash flows from operating activities			
Profit before tax		**1,707,557**	1,308,144
Adjustments for:			
Net impairment losses on financing assets	11	**89,913**	97,383
Net impairment losses on investment securities	12	**171,439**	262,750
Other impairment losses		**8,499**	9,642
Depreciation and amortisation	16,17	**73,588**	63,195
Net gain on sale of investment securities		**(447,156)**	(39,415)
Dividend income	27	**(10,536)**	(26,454)
Share of results of associates	13	**(51,636)**	(6,181)
Profit from investment properties revaluation		**24,524**	(35,738)
Sukuk amortization		**6,160**	28,449
Loss from investment revaluation		**36,283**	4,377
Gain on disposal of investment property	27	**(121,209)**	(90,112)
Tax expense /(credit)	32	**39,008**	(17,459)
Net loss on disposal of fixed assets		**178**	6,766
Profit before changes in operating assets and liabilities		**1,526,612**	1,565,347
Change in reserve account with QCB		**(809,939)**	(251,744)
Change in due from banks		**(1,044,505)**	(406,515)
Change in financing assets		**(12,631,978)**	(4,099,515)
Change in other assets		**116,768**	(1,712,445)
Change in due to banks		**1,613,509**	(3,880,815)
Change in customers' current accounts		**2,655,075**	3,387,918
Change in other liabilities		**86,578**	383,758
		(8,487,880)	(5,014,011)
Dividends received	27	**10,536**	26,454
Net cash used in operating activities		**(8,477,344)**	(4,987,557)
Cash flows from investing activities			
Acquisition of investment securities		**(6,328,050)**	(2,529,869)
Proceed from sale of investment securities		**5,413,629**	1,118,216
Acquisition of fixed assets and intangible assets		**(135,083)**	(197,777)
Acquisition of associate companies	13	**(180,878)**	(174,132)
Proceed from sale of associate companies		**-**	3,039
Acquisition of investment properties	14	**(765,760)**	(263,049)
Proceed from sale of investment properties		**481,425**	361,446
Dividends received from associate companies	13	**19,600**	9,000
Net cash used in investing activities		**(1,495,117)**	(1,673,126)
Cash flows from financing activities			
Change in equity of unrestricted investment accountholders		**13,586,780**	3,827,727
Cash dividends paid to shareholders	24	**(945,172)**	(886,100)
Net cash from financing activities		**12,641,608**	2,941,627
Net increase (decrease) in cash and cash equivalents		**2,669,147**	(3,719,056)
Cash and cash equivalents at 1 January		**6,523,804**	10,242,860
Cash and cash equivalents at 31 December	36	**9,192,951**	6,523,804

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS

QAR '000s

For the year ended 31 December 2014

Investment	*At 1 January 2014*	*Movements during the year*						*At 31 December 2014*
		Investment (withdrawals)	*Revaluation*	*Gross income*	*Dividends paid*	*Admin expense*	*Group's fee as an agent*	
Al Rayyan	**2,194**	**(1,955)**	**(91)**	**-**	**-**	**-**	**-**	**148**
Danat	**3,567**	**(91)**	**-**	**-**	**-**	**-**	**-**	**3,476**
Asian Finance Bank	**72,800**	**(72,800)**	**-**	**-**	**-**	**-**	**-**	**-**
Solidarity Group Holding B.S.C	**1,420**	**-**	**-**	**-**	**-**	**-**	**-**	**1,420**
Marsa Al Seef	**116,152**	**(30,977)**	**-**	**-**	**-**	**-**	**-**	**85,175**
John Spiers	**11,220**	**(11,761)**	**556**	**-**	**-**	**-**	**(15)**	**-**
Wise Capital	**5,287**	**(5,287)**	**-**	**-**	**-**	**-**	**-**	**-**
BLME Sub.	**22,441**	**(23,522)**	**1,111**	**-**	**-**	**-**	**(30)**	**-**
ABC Sub.	**20,559**	**(20,401)**	**(158)**	**-**	**-**	**-**	**-**	**-**
Edward Hotel	**20,661**	**(20,661)**	**-**	**-**	**-**	**-**	**-**	**-**
Discretionary Portfolio Management	**20,427**	**54,600**	**(859)**	**24,166**	**-**	**-**	**(175)**	**98,159**
QInvest GCC Basket Trust Certificates	**18,636**	**(18,636)**	**-**	**-**	**-**	**-**	**-**	**-**
	315,364	**(151,491)**	**559**	**24,166**	**-**	**-**	**(220)**	**188,378**

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS (CONTINUED) QAR '000s

For the year ended 31 December 2014

Investment	At 1 January 2013	Movements during the year: Investment (withdrawals)	Revaluation	Gross (loss) income	Admin expense	Group's fee as an agent	At 31 December 2013
Fleet Street Financing 1 Limited	559,424	(559,030)	-	-	(285)	(109)	-
Qatar Equity	120,757	(117,015)	-	(3,742)	-	-	-
Discretionary Portfolio Management	69,351	(49,709)	3,614	(2,815)	-	(14)	20,427
John Spiers	9,744	67	1,544	-	-	(135)	11,220
Wise Capital	5,501	-	(214)	-	-	-	5,287
BLME Sub.	19,489	333	2,889	-	-	(270)	22,441
Eden Rock	10,089	(11,821)	1,891	-	-	(159)	-
ABC Sub.	20,559	(319)	319	-	-	-	20,559
Asian Finance Bank	105,560	(32,760)	-	-	-	-	72,800
Solidarity Group Holding B.S.C	4,441	(3,021)	-	-	-	-	1,420
Al Rayyan	-	2,194	-	-	-	-	2,194
Danat	-	3,567	-	-	-	-	3,567
Edward Hotel	-	20,607	54	-	-	-	20,661
Marsa Al Seef	135,590	(19,438)	-	-	-	-	116,152
QIB-UK	8,811	(8,825)	14	-	-	-	-
QInvest GCC Basket Trust Certificates	-	18,382	132	304	-	(182)	18,636
	1,069,316	(756,788)	10,243	(6,253)	(285)	(869)	315,364

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF SOURCES AND USES OF CHARITY FUND **QAR '000s**

For the year ended 31 December 2014

	2014	2013
Source of charity fund		
Earnings prohibited by Sharia'a during the year	**-**	378
Use of charity fund		
Researches, donations and other uses during the year	**5,500**	3,042

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

At 31 December 2014 QAR '000s

1 REPORTING ENTITY

Qatar Islamic Bank S.A.Q ("QIB" or "the Bank") is an entity domiciled in the State of Qatar and was incorporated on 8 July 1982 as Qatari Public Shareholding company under Emiri Decree No. 45 of 1982. The commercial registration number of the Bank is 8338. The address of the Bank's registered office is Doha, State of Qatar, P.O. Box 559. The consolidated financial statements of the Bank for the year ended 31 December 2014 comprise the financial statements of the Bank and its subsidiaries (together referred to as "the Group" and individually as ("Group entities"). The Bank is primarily involved in corporate, retail and investment banking, and has 29 branches in Qatar and one branch in Sudan. The Parent Company of the Group is Qatar Islamic Bank (S.A.Q). The Bank's shares are listed for trading on the Qatar Exchange.

The consolidated financial statements of the Group for the year ended 31 December 2014 were authorised for issue in accordance with a resolution of the Board of Directors on 18 January 2015.

The principal subsidiaries of the Group are as follows:

	Country of Incorporation	*Principal Business Activity*	*Effective Percentage of Ownership* **2014**	*2013*
Arab Finance House (i)	Lebanon	Banking	**99.99%**	99.99%
Durat Al Doha Real Estate Investment and Development W.L.L (ii)	Qatar	Investment in real estates	**39.87%**	39.87%
QIB Sukuk Ltd (iii)	Cayman Islands	Sukuk issuance	**-**	-
Aqar Real Estate Development and Investment Company ("Aqar") (iv)	Qatar	Investment in real estates	**49%**	49%
QIB (UK)	United Kingdom	Investment banking	**99.43%**	99.43%
QIB Sukuk Funding Limited	Qatar	Financing company	**100%**	100%
QInvest LLC (v)	Qatar	Investment banking	**50.13%**	47.15%
Verdi Luxembourg SARL (vi)	Luxembourg	Investment in real estates	**50.13%**	47.15%
Q West (vi)	France	Equity investments	**50.13%**	47.15%
Q Invest Saudi Arabia (vi)	Saudi Arabia	Investment holding company	**50.13%**	47.15%
Q Business Services (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
Q Liquidity Limited (vi)	Cayman Islands	Placements	**50.13%**	47.15%
Q Saudi Alpha (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%

At 31 December 2014 QAR '000s

1 REPORTING ENTITY (CONTINUED)

	Country of Incorportaion	*Principal Business Activity*	*Effective Percentage of Ownership* **2014**	*2013*
Q Saudi Beta (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
Q Saudi Gamma (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
QInvest Holding Mauritius (vi)	Mauritius	Investment holding company	**50.13%**	47.15%
QInvest Luxembourg SARL (vi)	Luxembourg	Investments	**50.13%**	47.15%
QInvest Partners LLC (vi)	Qatar (QFC)	Investment holding company	**50.13%**	47.15%
QWMB Investment WLL (vi)	Bahrain	Investment holding company	**-**	46.91%
Q Equity (vi)	Cayman Islands	Equity investments	**50.13%**	47.15%
Q Green (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
Q Exhibit (vi)	Mauritius	Investment holding company	**50.13%**	47.15%
Q Learn (vi)	Mauritius	Investment holding company	**50.13%**	47.15%
Fleet Street Financing 1 Limited (vi)	Cayman Islands	Investment holding company	**-**	47.15%
QI St Edmund's Terrace Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
St. Edmund's Terrace GP Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
SET Investment Management Limited (vi)	Cayman Islands	Investment holding company	**50.13%**	47.15%
Inner Mauritius Investments Limited (vi)	Mauritius	Investment holding company	**50.13%**	47.15%
Asian Finance Initiative Corporation (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	47.15%
Q Land Real Estate SPC (vi)	State of Qatar	Real estate investments	**-**	47.15%
Q Admiral (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	-
QInvest Admiral (vi)	Qatar (QFC)	Investment holding company	**50.13%**	-
Q Marina (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	-
QInvest Marina (vi)	Qatar (QFC)	Investment holding company	**50.13%**	-
Q Denmark (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	-
QInvest Denmark LLC (vi)	Qatar (QFC)	Investment holding company	**50.13%**	-
QInvest Comms Holding LLC (vi)	Qatar (QFC)	Special Purpose Company	**50.13%**	-
Q Comms (vi)	Cayman Islands	Providing Murabaha facilities	**50.13%**	-
QI One Wall Street Invest Co. (vi)	Cayman Islands	Investment holding company	**50.13%**	-
EFH S.a.r.l. (vi)	Luxembourg	Investment holding company	**50.13%**	-

Notes:

i) Effective from 1 December 2013 the Bank acquired an additional 62.99% of the share capital of Arab Finance House, from that date it is being reported as a subsidiary.

ii) Effective from 1 January 2013, the Group has obtained control to govern the financial and operating policies of its previous associate through management agreement with other shareholders in the Company.

iii) QIB Sukuk Ltd, was incorporated in the Cayman Islands as an exempted company with limited liability for the sole purpose of Sukuk issuance for the benefit of QIB.

iv) The Bank has the power to cast majority of the votes in the Board of Directors meetings of Aqar by virtue of representing highest number of members in the Board.

v) As per the Articles of Association of QInvest, the Bank has the power to appoint 8 members of the Board of Directors out of 8 members. Further, on 27 February 2014, QInvest LLC in its Extraordinary General Assembly approved buyback of its shares (44,642,857 shares). Due to the buyback of shares from minority shareholders, the QIB shareholding in QInvest LLC has increased to 50.13%.

vi) The Group has the power to control these entities, indirectly through QInvest LLC and accordingly these entities have been considered as subsidiaries of the Group.

2 BASIS OF PREPARATION

(a) Statement of compliance

The consolidated financial statements have been prepared in accordance with Financial Accounting Standards ("FAS") issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("AAOIFI"), the Islamic Shari'a Rules and Principles as determined by the Shari'a Supervisory Board of the Group, the applicable provisions of Qatar Central Bank ("QCB") regulations and the applicable provisions of the Qatar Commercial Company's Law No. 5 of 2002. In line with the requirements of AAOIFI, for matters that are not covered by FAS, the Group uses guidance from the relevant International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

(b) Basis of measurement

The consolidated financial statements have been prepared on the historical cost basis except for investment securities classified as "Investments at fair value through equity", "Investments at fair value through income statement", "derivative financial instruments" and "investment properties" that have been measured at fair value.

(c) Functional and presentation of currency

These consolidated financial statements are presented in Qatari Riyals ("QAR"), which is the Bank's functional and presentational currency. Except as otherwise indicated, financial information presented in QAR has been rounded to the nearest thousands.

(d) Use of estimates and judgments

The preparation of the consolidated financial statements in conformity with FAS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

Information about significant areas of estimation uncertainty and critical judgments in applying accounting policies that have the most significant effect on the amounts recognised in the consolidated financial statements are described in note 5.

3 SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements, and have been applied consistently by Group entities.

(a) Basis of consolidation

(i) Business combinations

Accounting for business combinations only applies if it is considered that a business has been acquired. Under IFRS 3, 'Business Combinations', a business is defined as an integrated set of activities and assets conducted and managed for the purpose of providing a return to investors or lower costs or other economic benefits directly and proportionately to policyholders or participants. A business generally consists of inputs, processes applied to those inputs, and resulting outputs that are, or will be, used to generate revenues. If goodwill is present in a transferred set of activities and assets, the transferred set is presumed to be a business.

For acquisitions meeting the definition of a business, the acquisition method of accounting is used as at the acquisition date, which is the date on which control is transferred to the Group.

The Group measures goodwill at the acquisition date as the total of:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the existing equity interest in the acquiree; less
- the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed.

When this total is negative, a bargain purchase gain is recognised immediately in the consolidated statement of income.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in consolidated statement of income.

Costs related to the acquisition, other than those associated with the issue of debt-type or equity securities, that the Group incurs in connection with a business combination are expensed as incurred.

Any contingent consideration payable is recognised at fair value at the acquisition date. If the contingent consideration is classified as equity, it is not re-measured and settlement is accounted for within equity. Otherwise, subsequent changes to the fair value of the contingent consideration are recognised in consolidated statement of income.

For acquisitions not meeting the definition of a business, the Group allocates the cost between the individual identifiable assets and liabilities. The cost of acquired assets and liabilities is determined by: (a) accounting for financial assets and liabilities at their fair value at the acquisition date; and (b) allocating the remaining balance of the cost of purchasing the assets and liabilities to the individual assets and liabilities, other than financial instruments, based on their relative fair values at the acquisition date.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities and is generally assumed when the Group holds, directly or indirectly, majority of the voting rights of the entity. In assessing control, the Group takes into consideration potential voting rights that currently are exercisable.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group.

(iii) Special purpose entities

Special purpose entities ("SPEs") are entities that are created to accomplish a narrow and well-defined objective such as the securitisation of particular assets, or the execution of a specific financing transaction. An SPE is consolidated if, based on an evaluation of the substance of its relationship with the Group and the SPE's risks and rewards, the Group concludes that it controls the SPE. The following circumstances may indicate a relationship in which, in substance, the Group controls and consequently consolidates an SPE:

- the activities of the SPE are being conducted on behalf of the Group according to its specific business needs so that the Group obtains benefits from the SPE's operation;
- the Group has the decision-making powers to obtain the majority of the benefits of the activities of the SPE or, by setting up an 'autopilot' mechanism, the Group has delegated these decision-making powers;
- the Group has rights to obtain the majority of the benefits of the SPE and therefore may be exposed to risks incident to the activities of the SPE;
- the Group retains the majority of the residual or ownership risks related to the SPE or its assets in order to obtain benefits from its activities.

The assessment of whether the Group has control over an SPE is carried out at inception and normally no further reassessment of control is carried out in the absence of changes in the structure or terms of the SPE, or additional transactions between the Group and the SPE. Day-to-day changes in market conditions normally do not lead to a reassessment of control. However, sometimes changes in market conditions may alter the substance of the relationship between the Group and the SPE and in such instances the Group determines whether the change warrants a reassessment of control based on the specific facts and circumstances. Where the Group's voluntary actions, such as financing amounts in excess of existing liquidity facilities or extending terms beyond those established originally, change the relationship between the Group and an SPE, the Group performs a reassessment of control over the SPE.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(iv) Loss of control

Upon the loss of control, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising on the loss of control is recognised in the consolidated statement of income. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost. Subsequently it is accounted for as an equity-accounted investee or in accordance with the Group's accounting policy for financial instruments depending on the level of influence retained.

(v) Non-controlling interests

Interests in the equity of subsidiaries not attributable to the Parent are reported in the consolidated statement of financial position in shareholders' equity. Profits or losses attributable to non-controlling interests are reported in the consolidated statement of income as income attributable to non-controlling interests. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

When the Group fully or partially disposes the subsidiary entity, the difference between the carrying amount of the investment in that entity as at disposal date, and the disposal proceeds, is recognised in the consolidated statement of income. Furthermore, the corresponding goodwill is derecognised proportionately from the Group's consolidated financial statements.

When the Group ceases to have control or significant influence, any retained interest in the entity is remeasured to its fair value, with the change in carrying amount recognised in consolidated statement of income. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognised in equity in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognised in equity are reclassified to consolidated statement of income.

If the ownership interest in an associate is reduced but significant influence is retained, only a proportionate share of the amounts previously recognised in equity is reclassified to the consolidated statement of income where appropriate.

(vi) Transactions eliminated on consolidation

Intra-group balances, income and expenses (except for foreign currency transaction gains or losses) arising from intra-group transactions, are eliminated in preparing the consolidated financial statements. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

(vii) Associates

Associates are entities over which the Group has significant influence but not control, generally accompanying a shareholding of between 20% and 50% of the voting rights.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(vii) Associates (continued)

Investments in associates are accounted for by the equity method of accounting and are initially recognised at cost (including transaction costs directly related to acquisition of investment in associate). The Group's investment in associates includes goodwill (net of any accumulated impairment loss) identified on acquisition.

The Group's share of its associates' post-acquisition profits or losses is recognised in the consolidated statement of income; its share of post-acquisition movements in reserve is recognised in equity. The cumulative post-acquisition movements are adjusted against the carrying amount of the investment. When the Group's share of losses in an associate equals or exceeds its interest in the associate, including any other unsecured receivables, the Group does not recognise further losses, unless it has incurred obligations or made payments on behalf of the associate.

The Group determines at each reporting date whether there is any objective evidence that the investment in associate is impaired. If this is the case the Group calculates the amount of impairment as being the difference between the fair value of the associate and the carrying value and recognises the amount in the consolidated statement of income.

Intergroup gains on transactions between the Group and its associates are eliminated to the extent of the Group's interest in the associates. Intragroup losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. For preparation of these consolidated financial statements, equal accounting policies for similar transactions and other events in similar circumstances are used. Dilution gains and losses in associates are recognised in the consolidated statement of income.

The Group's share of the results of associates is based on financial statements available up to a date not earlier than three months before the date of the consolidated statement of financial position, adjusted to conform to the accounting policies of the Group.

The accounting policies of associates have been changed where necessary to ensure consistency with policies adopted by the Group.

(viii) Joint ventures

Joint ventures are entities where the Group has a contractual arrangement with one or more parties to undertake activities typically, through entities that are subject to joint control.

The Group recognises interests in a jointly controlled entity using the equity method of accounting. The accounting policy given in Note 3(a) (vii) therefore applies for investments in joint ventures as well.

The Group's share of the results of joint ventures is based on financial statements available up to a date not earlier than three months before the date of the consolidated statement of financial position, adjusted to conform with the accounting policies of the Group. Intragroup gains on transactions are eliminated to the extent of the Group's interest in the investee. Intragroup losses are also eliminated unless the transaction provides evidence of impairment in the asset transferred.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(ix) Funds management

The Group manages and administers assets held in unit trusts and other investment vehicles on behalf of investors. The financial statements of these entities are not included in these consolidated financial statements except when the Group controls the entity.

(b) Foreign currency

(i) Foreign currency transactions and balances

Foreign currency transactions are denominated, or that require settlement in a foreign currency are translated into the respective functional currencies of the operations at the spot exchange rates at the transaction dates.

Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated into the functional currency at the spot exchange rate at that date. Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are retranslated into the functional currency at the spot exchange rate at the date that the fair value was determined. Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction.

Foreign currency differences resulting from the settlement of foreign currency transactions and arising on translation at period end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the consolidated statement of income.

(ii) Foreign operations

The results and financial position of all the Group's entities that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- assets and liabilities for each statement of financial position presented are translated at the closing rate at the reporting date;
- income and expenses for each income statement are translated at average exchange rates (unless this average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in this case income and expenses are translated at the dates of the transactions); and
- all resulting exchange differences are recognised in equity

Exchange differences arising from the above process are reported in shareholders' equity as 'foreign currency translation reserve'.

On consolidation, exchange differences arising from the translation of the net investment in foreign entities, and of borrowings and other currency instruments designated as hedges of such investments, are taken to 'equity'. When a foreign operation is disposed of, or partially disposed of, such exchange differences are recognised in the consolidated statement of income as part of the gain or loss on sale.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the spot closing rate.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(b) Foreign currency (continued)

(ii) Foreign operations (continued)

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of the net investment in the foreign operation and are recognised in owners' equity, and presented in the foreign exchange translation reserve in owners' equity.

(c) Investment securities

Investment securities comprise investments in debt-type and equity-type financial instruments.

(i) Classification

Debt-type instruments are investments that have terms that provide fixed or determinable payments of profits and capital. Equity-type instruments are investments that do not exhibit features of debt-type instruments and include instruments that evidence a residual interest in the assets of an entity after deducting all its liabilities.

Debt-type instruments

Investments in debt-type instruments are classified into the following categories: 1) at amortised cost or 2) at fair value through statement of income.

A debt-type investment is classified and measured at amortised cost only if the instrument is managed on a contractual yield basis or the instrument is not held for trading and has not been designated at fair value through the income statement.

Debt-type investments classified and measured at fair value through income statement include investments held for trading or designated at fair value through income statement. At inception, a debt-type investment managed on a contractual yield basis can only be designated at fair value through income statement if it eliminates an accounting mismatch that would otherwise arise on measuring the assets or liabilities or recognising the gains or losses on them on different bases.

Equity-type instruments

Investments in equity type instruments are classified into the following categories: 1) at fair value through income statement or 2) at fair value through equity.

Equity-type investments classified and measured at fair value through income statement include investments held for trading or designated at fair value through income statement.

An investment is classified as held for trading if acquired or originated principally for the purpose of generating a profit from short-term fluctuations in price or dealer's margin. Any investments that form part of a portfolio where there is an actual pattern of short-term profit taking are also classified as 'held for trading'.

Equity-type investments designated at fair value through income statement include investments which are managed and evaluated internally for performance on a fair value basis.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(c) Investment securities (continued)

(i) Classification (continued)

On initial recognition, the Group makes an irrevocable election to designate certain equity instruments that are not designated at fair value through income statement to be classified as investments at fair value through equity.

(ii) Recognition and derecognition

Investment securities are recognised at the trade date i.e. the date that the Group contracts to purchase or sell the asset, at which date the Group becomes party to the contractual provisions of the instrument. Investment securities are derecognised when the rights to receive cash flows from the financial assets have expired or where the Group has transferred substantially all risk and rewards of ownership.

(iii) Measurement

Initial recognition

Investment securities are initially recognised at fair value plus transaction costs, except for transaction costs incurred to acquire investments at fair value through income statement which are charged to consolidated statement of income.

Subsequent measurement

Investments at fair value through income statement are remeasured at fair value at the end of each reporting period and the resultant remeasurement gains or losses is recognised in the consolidated statement of income in the period in which they arise. Subsequent to initial recognition, investments classified at amortised cost are measured at amortised cost using the effective profit method less any impairment allowance. All gains or losses arising from the amortisation process and those arising on de-recognition or impairment of the investments, are recognised in the consolidated statement of income.

Investments at fair value through equity are remeasured at their fair values at the end of each reporting period and the resultant gain or loss, arising from a change in the fair value of investments are recognised in the consolidated statement of changes in equity and presented in a separate fair value reserve within equity. When the investments classified as fair value through equity are sold, impaired, collected or otherwise disposed of, the cumulative gain or loss previously recognised in the consolidated statement of changes in equity is transferred to the consolidated statement of income.

Investments which do not have a quoted market price or other appropriate methods from which to derive a reliable measure of fair value when on a continuous basis cannot be determined, are stated at cost less impairment allowance, (if any).

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(c) Investment securities (continued)

(iv) Measurement principles

Amortised cost measurement

The amortised cost of a financial asset or liability is the amount at which the financial asset or liability is measured at initial recognition, minus capital repayments, plus or minus the cumulative amortisation using the effective profit method of any difference between the initial amount recognised and the maturity amount, minus any reduction for impairment. The calculation of the effective profit rate includes all fees and points paid or received that are an integral part of the effective profit rate.

Fair value measurement

Fair value is the amount for which an asset could be exchanged or an obligation settled between well informed and willing parties (seller and buyer) in an arm's length transaction. The Group measures the fair value of quoted investments using the market bid price for that instrument at the close of business on the consolidated statement of financial position date. For investment where there is no quoted market price, a reasonable estimate of the fair value is determined by reference to the current market value of another instrument, which is substantially the same or is based on the assessment of future cash flows. The cash equivalent values are determined by the Group by discounting future cash flows at current profit rates for contracts with similar term and risk characteristics.

(d) Financing assets

Financing assets comprise Shari'a compliant financing provided by the Group with fixed or determinable payments. These include financing provided through Murabaha, Mudaraba, Musharaka, Musawama, Ijarah, Istisna'a, Wakala and other modes of Islamic financing. Financing assets are stated at their amortised cost less impairment allowances (if any).

Murabaha and Musawama

Murabaha and Musawama receivables are sales on deferred terms. The Group arranges a Murabaha and Musawama transaction by buying a commodity (which represents the object of the Murabaha) and selling it to the Murabeh (a beneficiary) at a margin of profit over cost. The sales price (cost plus the profit margin) is repaid in installments by the Murabeh over the agreed period. Murabaha and Musawama receivables are stated net of deferred profits and impairment allowance (if any).

Based on QCB regulations, The Group applies the rule of binding the purchase orderer to its promise in the Murabaha sale, and not enters into any Murabaha transaction in which the purchase orderer does not undertake to accept the goods if they meet the specifications.

Mudaraba

Mudaraba financing are partnerships in which the Group contributes the capital. These contracts are stated at fair value of consideration given less impairment allowance (if any).

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(d) Financing assets (continued)

Musharaka
Musharaka financing is partnerships in which the Group contributes the capital. These contracts are stated at fair value of consideration given less impairment allowance (if any).

Ijarah
Ijarah receivables arise from financing structures when the purchase and immediate lease of an asset are at cost plus an agreed profit (in total forming fair value). The amount is settled on a deferred payment basis. Ijarah receivables are carried at the aggregate of the minimum lease payments, less deferred income (in total forming amortised cost) and impairment allowance (if any).

Istisna'a
Istisna'a is a sales contract in which the Group acts as 'al-sani' (a seller) with an 'al-mustasni' (a purchaser) and undertakes to manufacture or otherwise acquire a product based on the specification received from the purchaser, for an agreed upon price.

Wakala
Wakala contracts represent agency agreements between two parties. One party, the provider of funds (Muwakkil) appoints the other party as an agent (Wakeel) with respect to the investment of the Muwakkil funds in a Shari'a compliant transaction. The Wakeel uses the funds based on the nature of the contract and offer an anticipated return to the Muwakkil. Wakala contracts are stated at amortised cost.

(e) Other financial assets and liabilities

(i) Recognition and initial measurement
The Group initially recognises due from banks, financing assets, customers' current accounts, due to banks, Sukuk financing and certain other assets and other liabilities on the date at which they are originated. All other financial assets and liabilities are initially recognised on the settlement date at which the Group becomes a party to the contractual provisions of the instrument.

A financial asset or financial liability is measured initially at fair value plus, for an item not at fair value through income statement, transaction costs that are directly attributable to its acquisition or issue.

After initial measurement, other financial assets and liabilities are subsequently measured at amortised cost using the effective profit rate method net of any amounts written off and provision for impairment.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(e) Other financial assets and liabilities (continued)

(ii) De-recognition of financial assets and financial liabilities

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or when it transfers the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all the risks and rewards of ownership and it does not retain control of the financial asset. Any interest in transferred financial assets that qualify for derecognition that is created or retained by the Group is recognised as a separate asset or liability in the consolidated statement of financial position. On derecognition of a financial asset, the difference between the carrying amount of the asset (or the carrying amount allocated to the portion of the asset transferred) and consideration received (including any new asset obtained less any new liability assumed) is recognised in consolidated statement of income.

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or when it transfers the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all the risks and rewards of ownership and it does not retain control of the financial asset.

Any interest in transferred financial assets that qualify for derecognition that is created or retained by the Group is recognised as a separate asset or liability in the consolidated statement of financial position. On derecognition of a financial asset, the difference between the carrying amount of the asset (or the carrying amount allocated to the portion of the asset transferred), and consideration received (including any new asset obtained less any new liability assumed) is recognised in consolidated statement of income.

The Group enters into transactions whereby it transfers assets recognised on its consolidated statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets or a portion of them. If all or substantially all risks and rewards are retained, then the transferred assets are not derecognised.

In transactions in which the Group neither retains nor transfers substantially all the risks and rewards of ownership of a financial asset and it retains control over the asset, the Group continues to recognise the asset to the extent of its continuing involvement, determined by the extent to which it is exposed to changes in the value of the transferred asset.

In certain transactions the Group retains the obligation to service the transferred financial asset for a fee. The transferred asset is derecognised if it meets the derecognition criteria. An asset or liability is recognised for the servicing contract, depending on whether the servicing fee is more than adequate (asset) or is less than adequate (liability) for performing the servicing.

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled or expire.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(e) Other financial assets and liabilities (continued)

(iii) Offsetting

Financial assets and liabilities are offset only when there is a legal or religious enforceable right to set off the recognised amounts and the Group intends to either settle on a net basis, or to realise the asset and settle the liability simultaneously.

(f) Impairment of financial assets

The Group assesses at each statement of financial position date whether there is objective evidence that an asset is impaired. Objective evidence that financial assets (including equity-type investments) are impaired can include default or delinquency by a counterparty / investee, restructuring of financing facility or advance by the Group on terms that the Group would not otherwise consider, indications that a counterparty or issuer will enter bankruptcy, the disappearance of an active market for a security, or other observable data relating to a group of assets such as adverse changes in the payment status of counterparty or issuers in the group, or economic conditions that correlate with defaults in the group. In addition, for an investment in equity-type instruments, a significant or prolonged decline in its fair value below its cost is objective evidence of impairment.

Equity-type investments classified as fair value through equity

In the case of equity-type investments classified as fair value through equity and measured at fair value, a significant (where market value has declined by a minimum of 20%) or prolonged (where market value has declined for 9 months at least) decline in the fair value of an investment below its cost is considered in determining whether the investments are impaired. If any such evidence exists for equity-type investments classified as fair value through equity, the cumulative loss previously recognised in the consolidated statement of changes in equity is removed from equity and recognised in the consolidated statement of income. Impairment losses recognised in the consolidated statement of income on equity-type investments are subsequently reversed through equity.

Financial assets carried at amortised cost (including investment in debt-type instruments classified as amortised cost).

For financial assets carried at amortised cost, impairment is measured as the difference between the carrying amount of the financial assets and the present value of estimated cash flows discounted at the assets' original effective profit rate. Losses are recognised in consolidated statement of income and reflected in an allowance account. When a subsequent event causes the amount of impairment loss to decrease, the impairment loss is reversed through the consolidated statement of income, to the extent of previously recognised impairment losses. The Group considers evidence of impairment for financial assets carried at amortised cost at both a specific asset and collective level. All individually significant financial assets are assessed for specific impairment. Financial assets that are not individually significant are collectively assessed for impairment by grouping assets together with similar risk characteristics.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(g) Cash and cash equivalents

Cash and cash equivalents include notes and coins on hand, unrestricted balances held with central banks and highly liquid financial assets with maturities of three months or less from the acquisition date that are subject to an insignificant risk of changes in their fair value, and are used by the Group in the management of its short-term commitments.

Cash and cash equivalents are carried at amortised cost in the consolidated statement of financial position.

(h) Investment properties

Investment property held for rental or capital appreciation is measured at fair value with the resulting unrealised gains being recognised in the statement of changes in equity under fair value reserve. Any unrealized losses resulting from re-measurement at fair value is recognized in the consolidated statement of financial position under fair value reserve to the extent of available balance. In case such losses exceed the available balance, the unrealized losses are recognized in the consolidated statement of income under unrealized re-measurement gains or losses on investment property. In case there are unrealized losses that have been recognized in the consolidated statement of income in a previous financial year, the unrealized gains related to the current financial year is recognized to the extent of crediting back such previous losses in the consolidated statement of income. Any excess of such gains over such prior-year losses is added to the fair value reserve.

(i) Risk Management Instruments

Risk management instruments

The Group enters into certain Islamic derivative financial instruments to manage the exposure to foreign exchange rate risks, including unilateral promise to buy/sell currencies. These transactions are translated at prevailing spot exchange rates.

(j) Fixed assets

(i) Recognition and measurement

Items of fixed assets are measured at cost less accumulated depreciation and impairment losses.

Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labor, any other costs directly attributable to bringing the assets to a working condition for their intended use, the costs of dismantling and removing the assets and restoring the site on which they are located and capitalised borrowing costs.

Purchased software that is integral to the functionality of the related equipment is capitalised as part of related equipment.

When parts of an item of fixed asset have different useful lives, they are accounted for as separate items (major components) of fixed assets.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(j) Fixed assets (continued)
(i) Recognition and measurement (continued)

The gain or loss on disposal of an item of fixed asset is determined by comparing the proceeds from disposal with the carrying amount of the item of fixed assets, and is recognised in other income/other expenses in the consolidated statement of income.

(ii) Subsequent costs

The cost of replacing a component of fixed asset is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced part is derecognised. The costs of the day-to-day servicing of fixed assets are recognised in consolidated statement of income as incurred.

Depreciation is recognised in consolidated statement of income on a straight-line basis over the estimated useful lives of each part of an item of fixed assets since this closely reflects the expected pattern of consumption of the future economic benefits embodied in the asset and is based on cost of the asset less its estimated residual value. Leased assets under finance leases are depreciated over the shorter of the lease term and their useful lives. Land is not depreciated.

The estimated useful lives for the current and comparative years are as follows:

	Years
Buildings	20
IT equipments	3-5
Fixtures and fittings	5-7
Motor vehicles	5

Useful lives and residual values are reassessed at each reporting date and adjusted prospectively, if appropriate.

(k) Intangible assets

Intangible assets acquired separately are measured on initial recognition at cost. The cost of intangible assets acquired in a business combination is the fair value as at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses. Internally generated intangible assets, excluding capitalised development costs, are not capitalised and expenditure is reflected in the consolidated statement of income in the year in which the expenditure is incurred.

The useful lives of intangible assets are assessed to be either finite or indefinite.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(k) Intangible assets (continued)

Intangible assets with finite lives are amortised over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life is reviewed at each financial year. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset is accounted for by changing the amortisation period or method, as appropriate, and treated as changes in accounting estimates. The amortisation expense on intangible assets with finite lives is recognised in the consolidated statement of income in the expense category consistent with the nature of the intangible asset.

Intangible assets with indefinite useful lives are not amortised, but are tested for impairment annually either individually or at the cash generating unit level. The assessment of indefinite life is reviewed annually to determine whether the indefinite life assessment continues to be supportable. If not, the change in the useful life from indefinite to finite is made on a prospective basis.

A summary of the useful lives and amortisation methods of Group's intangible assets are as follows:

	Goodwill	Software	Trade names and licenses	Brand name
Useful lives	Indefinite	Finite (3-5 years)	Finite (10 years)	Finite (50 years)
Amortization method used	Tested for impairment either individually or at cash generating unit level	Amortized on a straight line basis over the periods of availability	Amortized on a straight line basis over the periods of availability	Amortized on a straight line basis over the periods of availability
Internally generated or acquired	Acquired	Acquired	Acquired	Acquired

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(l) Impairment of non-financial assets

The carrying amounts of the Group's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill and intangible assets that have indefinite useful lives or that are not yet available for use, the recoverable amount is estimated each year at the same time. An impairment loss is recognised if the carrying amount of an asset or its Cash Generating Unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU.

For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU. Subject to an operating segment ceiling test, for the purposes of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

The Group's corporate assets do not generate separate cash inflows and are utilised by more than one CGU. Corporate assets are allocated to CGUs on a reasonable and consistent basis and tested for impairment as part of the testing of the CGU to which the corporate asset is allocated.

Impairment losses are recognised in consolidated statement of income. Impairment losses recognised in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of CGUs) and then to reduce the carrying amount of the other assets in the CGU (group of CGUs) on a pro rata basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount.

An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(m) Customer current accounts

Balances in current accounts are recognised when received by the Group. The transactions are measured as the amount received by the Group at the time of contracting. At the end of the reporting period, these accounts are measured at amortised cost.

(n) Equity of unrestricted investment account holders

Equity of unrestricted investment account holders are funds held by the Group, which it can invests at its own discretion. The unrestricted investment account holders authorises the Group to invest the account holders' funds in a manner which the Group deems appropriate without laying down any restrictions as to where, how and for what purpose the funds should be invested.

The Group charges a management fee (Mudarib fees) to unrestricted investment account holders of the total income from unrestricted investment accounts, the income attributable to account holders is allocated to investment accounts after setting aside provisions and deducting the Group's share of income as a Mudarib. The allocation of income is determined by the management of the Group within the allowed profit sharing limits as per the terms and conditions of the unrestricted investment accounts.

(o) Distribution of profit between equity of unrestricted investment account holders and shareholders

The Group complies with the directives of the QCB as follows:

- Net profit is arrived at after taking into account all income and expenses at the end of the financial year, and is distributed between unrestricted investment account holders and shareholders.
- The share of profit of unrestricted investment account holders is calculated on the basis of their daily deposit balances over the year, after reducing the Group's agreed and declared Mudaraba fee.
- In case of any expense or loss, which arises out of negligence on the part of the Group due to non-compliance with QCB regulations and instructions, then such expenses or loss, shall not be borne by the unrestricted investment account holders. Such matter is subject to the QCB decision.
- In case the results of the Group at year end are net losses, then QCB, being the authority responsible for determining the Bank's accountability for these losses, shall decide how these shall be treated without violation to the Islamic Shari'a rules.
- Due to pooling of unrestricted investment funds with the Group's funds for the purpose of investment, no priority has been given to either party in the appropriation of profit.

(p) Restricted investment accounts

Restricted investment accounts represents assets acquired by funds provided by holders of restricted investment accounts and their equivalent and managed by the Group as an investment manager based on either a Mudaraba contract or (Wakala) agency contract. The restricted investment accounts are exclusively restricted for investment in specified projects as directed by the investments account holders. Assets that are held in such capacity are not included as assets of the Group in the consolidated financial statements.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(q) Sukuk financing

Sukuk financing represents common shares in the ownership of assets or benefits or services which bears fixed semi-annual profit and mature after 5 years from issuance date. Profits are recognised periodically till maturity. Sukuks are recognised at amoritised cost. Sukuks are disclosed as a separate line in the consolidated financial statements as "Sukuk financing".

(r) Provisions

Provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation.

(i) Restructuring

A provision for restructuring is recognised when the Group has approved a detailed and formal restructuring plan, and the restructuring either has commenced or has been announced publicly and the restructuring plan will cause losses to the Group. Future operating losses are not provided for.

(s) Employee benefits

(i) Defined contribution plans

The Group provides for its contribution to the State administered retirement fund for Qatari employees in accordance with the retirement law, and the resulting charge is included within the staff costs in the consolidated statement of income. The Group has no further payment obligations once the contributions have been paid. The contributions are recognised when they are due.

(ii) Employees' end of service benefits

The Group provides a provision for all end of service benefits payable to employees in accordance with the Group's policies, calculated on the basis of individual employee's salary and period of service at the reporting date.

(iii) Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid under short-term cash bonus or profit-sharing plans if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(s) Share-based payment transactions

The grant date fair value of equity-settled share-based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period in which the employees unconditionally become entitled to the awards. The amount recognised as an expense is adjusted to reflect the number of share awards for which the related service vesting conditions are expected to be met such that the amount ultimately recognised as an expense is based on the number of share awards that do meet the related service conditions at the vesting date. The fair value of the share awards has been determined using a Monte Carlo simulation model to take into account the market-based performance condition. This is an appropriate model to value a share award where vesting is dependent on the achievement of a share price target.

Measurement inputs include share price at grant date, exercise price of the share award, expected volatility of share price, expected life (in years) of the share award, expected dividend yield, and the risk-free profit rate. Service conditions attached to the transactions are not taken into account in determining fair value.

When an equity-settled award is cancelled, it is treated as if it vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. This includes any award where non-vesting conditions within the control of either the entity or the employee are not met. However, if a new award is substituted for the cancelled award, and designated as a replacement award on the date that it is granted, the cancelled and new awards are treated as if they were a modification of the original award, as described in the previous paragraph.

(t) Share capital and reserves

(i) Share issue costs

Incremental costs directly attributable to the issue of an equity instrument are deducted from the initial measurement of the equity instrument.

(ii) Dividends on ordinary shares

Dividends on ordinary shares are recognised in equity in the period in which they are approved by the shareholders' of the Bank.

(u) Revenue recognition

Murabaha and Musawama

Profit from Murabaha and Musawama transactions is recognised when the income is both contractually determinable and quantifiable at the commencement of the transaction. Such income is recognised on a time-apportioned basis over the period of the transaction. Where the income from a contract is not contractually determinable or quantifiable, it is recognised when the realisation is reasonably certain or when actually realised. Income related to non-performing accounts is excluded from the consolidated statement of income.

Mudaraba

Income on Mudaraba financing is recognised when the right to receive payment is established or on distribution by the Mudarib, whereas losses are charged to the consolidated statement of income on declaration by the Mudarib.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(u) Revenue recognition (continued)

In case Mudaraba capital is lost or damaged prior to the inception of work without misconduct or negligence on the part of Mudarib, then such losses are deducted from Mudaraba capital and are treated as loss to the Group. In case of termination or liquidation, unpaid portion by Mudarib is recognized as receivable due from Mudarib.

Musharaka
Income on Musharaka financing is recognised when the right to receive payments is established or on distribution.

Ijara
Ijara income is recognised on time-apportioned basis over the lease period. Income related to non-performing accounts is excluded from the consolidated statement of income.

Istisna'a
Revenue and the associated profit margin are recognised in the Group's consolidated statement of income according to the percentage of completion method by taking in account the difference between total revenue (cash price to purchaser) and Group's estimated cost. The Group's recognises anticipated losses on Istisna'a contract as soon as they are anticipated.

Wakala
Income from Wakala placements is recognised on a time apportioned basis so as to yield a constant periodic rate of return based on the balance outstanding.

Income from investment banking services
Income from investment banking services (presented in fee and commission income), including placement, advisory, marketing and performance fees, is recognised as per contractual terms when the service is provided and income is earned. This is usually when the Group has performed all significant acts in relation to a transaction and it is highly probable that the economic benefits from the transaction will flow to the Group. Significant acts in relation to a transaction are determined based on the terms agreed in the contracts for each transaction. The assessment of whether economic benefits from a transaction will flow to the Group is based on the extent of binding firm commitments received from other parties.

Fees and commission income
Fees and commission income that are integral to the effective profit rate on a financial asset carried at amortised cost are included in the measurement of the effective profit rate of the financial asset. Other fees and commission income, including account servicing fees, sales commission, management, arrangement and syndication fees, are recognised as the related services are performed.

Dividend income
Dividend income is recognised when the right to receive the dividend is established.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(v) Tax expense

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the consolidated statement of income except to the extent that it relates to items recognised directly in equity. Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for:

- Temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable consolidated income statement;
- Temporary differences related to investments in subsidiaries to the extent that it is probable that they will not reverse in the foreseeable future; and
- Temporary differences arising on the initial recognition of goodwill.

Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities against current tax assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

(w) Earnings per share

The Bank presents basic and diluted earnings per share ("EPS") data for its ordinary shares. Basic EPS is calculated by dividing the profit or loss attributable to the shareholders of the Bank by the weighted average number of ordinary shares outstanding during the period. Diluted EPS is determined by adjusting the profit or loss attributable to owners and the weighted average number of ordinary shares outstanding for the effects of all dilutive potential ordinary shares.

(x) Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components, whose operating results are reviewed regularly by the Chief Executive Officer (being the chief operating decision maker) of the Group to make decisions about resources allocated to each segment and assess its performance, and for which discrete financial information is available.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(y) Fiduciary activities

The Group acts as fund manager and in other fiduciary capacities that result in the holding or placing of assets on behalf of individuals, corporate and other institutions. These assets and income arising thereon are excluded from these consolidated financial statements, as they are not assets of the Group.

(z) Repossessed collateral

Repossessed collaterals against settlement of financing assets are stated within the consolidated statement of financial position under "Other assets" at their acquisition value net of allowance for impairment, if any.

Unrealised losses due to the reduction in the fair value of such assets in relation to the acquisition cost as at reporting date are included in the consolidated statement of income. In the case of an increase in the fair value of such properties in the future, unrealised gain is recognised in the consolidated statement of income to the extent of unrealised losses previously recognised.

(aa) Earnings prohibited by Shari'a

The Group is committed to avoid recognising any income generated from non-Islamic sources. Accordingly, all non-Islamic income is credited to a charity account where the Group uses these funds for charitable purposes as defined by the Sharia Supervisory Board.

(bb) Assets held for sale

Assets (or disposal groups or subsidiary held for sale) are classified as held for sale if their carrying amount will be recovered principally through a sale transaction, not through continuing use. These assets may be a component of an entity, a disposal group or an individual non-current asset.

Assets (or disposal groups or subsidiary held for sale) classified as held for sale are stated at the lower of carrying amount and fair value less costs to sell. If the criteria for held for sale is no longer met, the Group shall cease to classify the asset (or disposal group or subsidiary held for sale) as held for sale and shall measure the assets at the lower of its carrying amount before the asset (or disposal group or subsidiary held for sale) was classified as held for sale, adjusted for any depreciation, amortization or revaluation that would have been recognized had the asset (or disposal group or subsidiary held for sale) not been classified as held for sale and its recoverable amount at the date of subsequent decision not to sell. An extension of the period required to complete a sale does not preclude an asset (or disposal group or subsidiary held for sale) from being classified as held for sale if the delay is caused by events or circumstances beyond the Group's control and there is sufficient evidence that the Group remains committed to its plan to sell the asset (or disposal group or subsidiary held for sale).

(cc) Wakala payables

The Group accepts deposits from customers under wakala arrangement under which return payable to customers is agreed in the wakala agreement. There is no restriction on the Group for the use of funds received under wakala agreements. Wakala payables are carried at cost plus accrued profit

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(dd) Financial guarantees

In the ordinary course of business, the Group gives financial guarantees, consisting of letters of credit, guarantees and acceptances.

Financial guarantees are initially recognized in the consolidated financial statements at fair value, being the premium received on the date the guarantee was given, and the initial fair value is amortised over the life of the financial guarantee. Subsequent to initial recognition, the Group's liability under such guarantees are measured at the higher of the amortised amount and the best estimate of the expenditure required to settle any financial obligation arising at the reporting date. These estimates are determined based on experience of similar transactions and history of past losses, supplemented by the judgment of Management.

Any increase in the liability relating to guarantees is taken to the consolidated statement of income. The amortisation of the premium received is recognized in the consolidated statement of income under "fee and commission income".

(ee) Contingent liabilities

Contingent liabilities include guarantees, letter of credit, the Group's obligations with respect to unilateral promise to buy/sell currencies and others. Contingent liabilities are not recognized in the consolidated statement of financial position but are disclosed in the notes to the consolidated financial statements, unless they are remote.

(ff) Comparatives

Except when a standard or an interpretation permits or requires otherwise, all amounts are reported or disclosed with comparative information.

(gg) Parent bank financial information

Statement of financial position and statement of income of the parent Bank as disclosed in Note 43 and Note 44 respectively are prepared following the same accounting policies as mentioned above except for investment in subsidiaries and associates which are carried at cost.

(hh) New standards and interpretations

The following amendments to IFRS and new IFRSs have been applied by the Group in preparation of these consolidated financial statements whenever there is no applicable FAS Standard. The below were effective from 1 January 2014:

Standard
Investment Entities (Amendment to IFRS 10, IFRS 12 and IAS 27)
Offsetting Financial Assets and Financial Liabilities (Amendment to IAS 32)
Recoverable Amount Disclosure for Non-Financial Assets (Amendment to IAS 36)
IFRIC 21 Levies

The adoption of the above standrads did not result in any changes to previously reported net profit or equity of the Group.

Standrads issued but not yet effective
The below mentioned Standards, Interpretation and Amendments to Standards are not yet effective.
The Group is currently evaluating the impact of these new standards. The Group will adopt these new standrads on the respective effective dates, if there is no equivalent FAS Standard.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(hh) New standards and interpretations (continued)

Standrads issued but not yet effective (contined)

IFRS 9 – Financial Instruments (Effective 1 January 2018)
IFRS 14 – Regulatory Deferral Accounts (Effective 1 January 2016)
IFRS 15 – Revenue from Contracts with Customers (Effective 1 January 2017)
Amendments to IFRS 11 Joint Arrangements: Accounting for Acquisition of Interests (Effective 1 January 2016)
Amendments to IAS 16 and IAS 38: Clarification of Acceptance Methods of Depreciation and Amortisation (Efective 1 January 2016)
Amendments to IAS 27: Equity Method in Separate Financial Statements (Effective 1 January 2016)

4. FINANCIAL RISK MANAGEMENT

(a) Introduction and overview

Financial instruments
Financial instruments comprises of all financial assets and liabilities of the Group. Financial assets include cash and balances with central banks, due from banks, investment securities, financing assets, derivative financial assets and certain other assets. Financial liabilities include customers' current accounts, due to banks, Sukuk financing and certain other liabilities. Financial instruments also include equity of unrestricted investment account holders, contingent liabilities and commitments included in off balance sheet items.

Risk Management
The Group has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risks
- Operational risk
- Other risks

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk, and the Group's capital.

The Group's business involves taking on risks in a targeted manner and managing them professionally. The core functions of the Group's risk management are to identify all key risks for the Group, measure these risks, manage the risk positions and determine capital allocations. The Group regularly reviews its risk management policies and systems to reflect changes in markets, products and best market practice.

The Group's aim is to achieve an appropriate balance between risk and return and minimise potential adverse effects on the Group's financial performance. The Group defines risk as the possibility of losses or profits foregone, which may be caused by internal or external factors.

Risk management framework
The Board of Directors (the "Board") has overall responsibility for the establishment and oversight of the Group's risk management framework.

The Board has established various specialized committees that report directly to it and perform functions on its behalf to support efficient management practice which mainly include Board Executive Committee, Audit and Risk Committee, Policies and Procedures Committee, Compensation and Benefits Committee and Zakat Committee.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(a) Introduction and overview (continued)

Risk management framework (Continued)

The Board Executive Committee is represented by Board Members with the Group Chief Executive Officer participation, and senior executives of the Bank who bear the responsibility of information under discussion. The Executive Committee serves as a tool to coordinate the business. It has, as its primary tasks and responsibilities, the provision of ongoing information to the Board on business developments, regular review of business segments, consultation with and furnishing advice to the Board on strategic decisions and preparation of credit decisions, within its delegated authorities. The Board Executive Committee works to develop the Group's business plan to be presented to the Board.

The primary objective of Policies and Procedures Committee is to study, prepare and develop strategies, objectives, policies, systems, plans, and procedures manuals. The Committee ensures that the Group policies and practices are conducted in accordance with the established and approved business operating standards. The Committee reviews the operating efficiency of the respective functions, and measures the alignment of functional procedures with corporate objectives and business processes. The Committee is also responsible for the review and consolidation of business development, product alignment and resources distribution across Group. The Committee highlights deviations of policies and procedures from laid down standards to the management for necessary corrective action from time to time and reviews compliance of the same. The Committee is also responsible to develop Group's corporate social responsibility strategy in light of Group's brand values.

Compensation & Benefits Committee consists of Board Members, Group Chief Executive Officer and GM Human Capital. Its main responsibility is to select & evaluate applicants for senior executive posts, and provides recommendations thereof to the Board of Directors. In addition, it determines senior staff rewards and privileges, and distributes the same as per performance appraisals. Besides, the Committee looks into recommendations of promotions and salary increments to verify their alignment to the approved budget.

Zakat Committee is responsible to promote interdependence and integration among members of the Muslim community by channeling contributions of Zakat. The Committee identifies key players in the field of humanitarian aid, general development and other channels that can be used to distribute Zakat proceeds. The Committee is responsible to develop good relationships with charitable, humanitarian aid groups and institutions that provide assistance in general development in order to evaluate recipients who would receive Zakat proceeds.

Audit and Risk Committee's objective is to assist the Board to fulfill its corporate governance and oversight responsibilities related to the Group. This risk management, financial reports, systems of internal control, the internal and external audit functions and the process of monitoring compliance with laws and regulations and the Group's code of business conduct. The Committee role is to report to the Board and provide appropriate advice and recommendations on matters relevant to the Audit and Risk Committee charter in order to facilitate decision making to the Board.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(a) Introduction and overview (continued)

Risk management framework (Continued)

The Audit and Risk Committee is assisted in these functions by the Internal Audit and Compliance Departments. In addition to the above mentioned committees, the management has also established a number of multi-functional internal committees such as the Management Committee, Credit & Investment Committee, Assets and Liabilities Committee (ALCO) and, Special Assets Committee which are responsible for developing and monitoring Group's risk management policies in their specified areas.

A separate Risk Management Group, reporting to the Group Chief Executive Officer and the Audit and Risk Committee, assists in carrying out the oversight responsibility of the Board.

Risk Group function operates within a Board approved Risk Appetite framework. The framework identifies key risks faced by the Bank and sets accordingly appropriate risk limits and controls. The group monitors risks and adherence to limits. The Group Risk appetite framework, policies and systems are reviewed regularly, to reflect changes in market conditions, products and services offered.

(b) Credit risk

Credit risk is the risk that a customer or counterparty to a financial asset will fail to meet its contractual obligations and cause the Group to incur a financial loss. It arises principally from the Group's financing assets, due from banks, investment securities, contingent exposures and certain other assets.

The Group's credit risk management framework includes:

- Establishment of authorisation structure and limits for the approval and renewal of financing assets;
- Reviewing and assessing credit exposures in accordance with authorisation structure and limits, prior to facilities being committed to customers. Renewals and reviews of financing assets are subject to the same review process;
- Diversification of financing and investment activities;
- Limiting concentrations of exposure to industry sectors, geographic locations and counterparties; and
- Reviewing compliance, on an ongoing basis, with agreed exposure limits relating to counterparties, industries and countries and reviewing limits in accordance with risk management strategy and market trends.

The Credit Committee is responsible for sanctioning high value credits and for the formulation of credit policies and processes in line with growth, risk management and strategic objectives.

In addition, the Group manages the credit exposure by obtaining security where appropriate and limiting the duration of exposure. In certain cases, the Group may also close out transactions or assign them to other counterparties to mitigate credit risk.

Regular audits of business units and Group credit processes are undertaken by Internal/External Audit and Compliance Divisions.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(i) Maximum exposure to credit risk before collateral held or other credit enhancements

The table below shows the maximum exposure to credit risk for the components of the statement of financial position. The maximum exposure is shown gross, before the effect of mitigation through the use of master netting and collateral agreements.

	2014	2013
Credit risk exposures relating to financial assets recorded on the consolidated statement of financial position are as follows:		
Balances with central banks	**4,335,015**	2,616,869
Due from banks	**8,931,018**	6,348,139
Financing assets	**59,681,531**	47,139,466
Investment securities	**14,733,346**	13,063,225
Other assets	**770,724**	500,600
	88,451,634	69,668,299
Other credit risk exposures		
Guarantees	**8,640,208**	5,308,901
Unutilised financing facilities	**6,456,492**	5,021,685
Letters of credit	**1,623,905**	1,188,790
Acceptances	**533,329**	460,844
	17,253,934	11,980,220

The above tables represents a worse-case scenario of credit risk exposure to the Group, without taking account of any collateral held or other credit enhancements attached. For assets recorded on the consolidated statement of financial position, the exposures set out above are based on net carrying amounts as reported on the consolidated statement of financial position.

The maximum exposure to credit risk relating to a financial guarantee is the maximum amount the Group could have to pay if the guarantee is called upon. The maximum exposure to credit risk relating to a financing commitment is the full amount of the commitment. In both cases, the maximum risk exposure is significantly greater than the amount recognised as a liability in the consolidated statement of financial position.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(ii) Concentration of risks of financial assets with credit risk exposure

Geographical sectors

The following table breaks down the Group's credit exposure at their carrying amounts (without taking into account any collateral held or other credit enhancements attached), as categorised by geographical region and based on the country of domicile of its counterparties:

2014

Assets recorded on the consolidated statement of financial position:	**Qatar**	**Other GCC**	**Other Middle East**	**Others**	**Total**
Balances with central banks	**4,216,491**	**-**	**74,097**	**44,427**	**4,335,015**
Due from banks	**3,908,879**	**3,807,300**	**601,909**	**612,930**	**8,931,018**
Financing assets	**56,287,095**	**1,264,550**	**278,215**	**1,851,671**	**59,681,531**
Investment securities	**13,157,797**	**627,268**	**184,100**	**764,181**	**14,733,346**
Other assets	**498,210**	**100,666**	**31,810**	**140,038**	**770,724**
	78,068,472	**5,799,784**	**1,170,131**	**3,413,247**	**88,451,634**

2013

Assets recorded on the consolidated statement of financial position:	Qatar	Other GCC	Other Middle East	Others	Total
Balances with central banks	2,521,729	-	58,252	36,888	2,616,869
Due from banks	1,463,029	2,545,194	612,110	1,727,806	6,348,139
Financing assets	44,355,222	868,780	681,476	1,233,988	47,139,466
Investment securities	12,252,259	628,740	-	182,226	13,063,225
Other assets	395,533	66,431	219	38,417	500,600
	60,987,772	4,109,145	1,352,057	3,219,325	69,668,299

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(ii) Concentration of risks of financial assets with credit risk exposure (continued)

Geographical sectors (continued)

Off balance sheet items

2014	**Qatar**	**Other GCC**	**Other Middle East**	**Others**	**Total**
Guarantees	**8,552,125**	**-**	**10,349**	**77,734**	**8,640,208**
Unutilised financing facilities	**5,937,557**	**163,800**	**8,362**	**346,773**	**6,456,492**
Letters of credit	**1,582,684**	**-**	**18,287**	**22,934**	**1,623,905**
Acceptances	**406,367**	**-**	**-**	**126,962**	**533,329**
	16,478,733	**163,800**	**36,998**	**574,403**	**17,253,934**

2013	Qatar	Other GCC	Other Middle East	Others	Total
Guarantees	4,580,253	84,278	68,105	576,265	5,308,901
Unutilised financing facilities	5,000,849	-	20,836	-	5,021,685
Letters of credit	1,125,021	14	40,484	23,271	1,188,790
Acceptances	141,247	19,790	298,225	1,582	460,844
	10,847,370	104,082	427,650	601,118	11,980,220

Industry sectors

The following table breaks down the Group's credit exposure of financing assets at carrying amounts before taking into account collateral held or other credit enhancements, as categorised by the industry sectors of the Group's counterparties:

	Gross exposure 2014	*Gross exposure 2013*
Government and related entities	**7,575,845**	6,714,372
Non-banking financial institutions	**3,189,371**	1,947,958
Industry	**2,859,583**	3,945,334
Commercial	**6,391,659**	6,868,333
Services	**7,827,022**	2,691,409
Contracting	**2,904,123**	2,425,104
Real estate	**15,590,537**	14,761,251
Personal	**14,941,145**	10,280,436
Others	**5,359,766**	3,293,465
Total financing assets	**66,639,051**	52,927,662
Less: Deferred profit	**6,399,267**	5,324,634
Provision for impairment of financing assets	**514,849**	425,317
Suspended Profit	**43,404**	38,245
Net financing assets	**59,681,531**	47,139,466

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(iii) Credit quality

The following table provides the details for the credit quality:

	Financing assets		Due from banks		Investment securities	
	2014	2013	**2014**	2013	**2014**	2013
Neither past due nor impaired:						
Gross amount	**63,158,446**	49,978,257	**8,934,220**	6,352,597	**-**	-
Deferred profit	**(6,399,267)**	(5,324,634)	**(3,202)**	(4,458)	**-**	-
Carrying amount	**56,759,179**	44,653,623	**8,931,018**	6,348,139	**-**	-
Past due but not impaired:						
Carrying amount	**2,906,186**	2,455,192	**-**	-	**-**	-
Impaired						
Substandard (overdue > 3 months)	**101,804**	63,449	**-**	-	**-**	-
Doubtful (overdue > 6 months)	**54,916**	44,029	**-**	-	**-**	-
Loss (overdue > 9 months)	**417,699**	386,735	**-**	-	**-**	-
	574,419	494,213	**-**	-	**-**	-
Impairment allowance	**(514,849)**	(425,317)	**-**	-	**-**	-
Suspended profit	**(43,404)**	(38,245)	**-**	-	**-**	-
	(558,253)	(463,562)	**-**	-	**-**	-
Carrying amount of impairment (net)	**16,166**	30,651	**-**	-	**-**	-
Investment securities						
At fair value thorugh income statement	**-**	-	**-**	-	**100,819**	-
At amoritised cost	**-**	-	**-**	-	**14,632,527**	13,063,225
	-	-	**-**	-	**14,733,346**	13,063,225
Total carrying amount	**59,681,531**	47,139,466	**8,931,018**	6,348,139	**14,733,346**	13,063,225

Impaired financing assets and investment in debt-type securities

Individually impaired financing assets and investment in debt-type securities (other than those carried at fair value through income statement) for which the Group determines that there is objective evidence of impairment and it does not expect to collect all principal and profit due according to the contractual terms of the financing / investment security agreements.

Investments in debt-type securities carried at fair value through income statement are not assessed for impairment.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(iii) Credit quality (continued)

Financing assets past due but not impaired

Past due but not impaired financing assets are those for which contractual profit or principal payments are past due, but the Group believes that impairment is not appropriate on the basis of the level of security/collateral available and/or the stage of collection of amounts owed to the Group.

	2014	2013
Up to 30 days	**2,380,559**	1,763,580
30 to 60 days	**349,137**	365,992
60 – 90 days	**176,151**	140,636
More than 90 days	**339**	184,984
Gross	**2,906,186**	2,455,192

Renegotiated financing assets

Restructuring activities include extended payment arrangements, approved external management plans, and modification and deferral of payments. Restructuring policies and practices are based on indicators or criteria that, in the judgment of management, indicate that payment will most likely continue. These policies are kept under continuous review. Renegotiated financing assets as at 31 December 2014 amounted to QAR 26.7 million (2013: QAR 25.6 million). These mainly represent Ijarah and Istisna' financing that have been restructured upon completion of underlying assets and based on the expected future cash flows.

(iv) Collateral

The determination of eligible collateral and the value of collateral are based on QCB regulations and are assessed by reference to market price or indexes of similar assets.

The Group has collateral in the form of blocked deposits, pledge of shares, mortgage interests over properties, and guarrantees or legal mortgage against the past dues financing assets.

The aggregate collateral is QAR 1,916 million (2013: QAR 1,745 million) for past due up to 30 days, QAR 96 million (2013: QAR 366 million) for past due from 30 to 60 days, QAR 69 million (2013: QAR 133 million) for past due from 60 and 90 days, and QAR Nil (2013: QAR 185 million) for past due more than 91 days.

Repossessed collateral

Repossessed properties are sold as soon as practicable, with the proceeds used to reduce the outstanding indebtedness. Repossessed property is classified in the consolidated statement of financial position within other assets. The Group generally does not use the non-cash collateral for its own operations.

Write-off policy

The Group writes off a financing asset or an investment in debt-type security balance, and any related allowances for impairment losses, when Group determines that the financing asset or security is uncollectible and after QCB approval is obtained.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

Write-off policy (continued)

This determination is made after considering information such as the occurrence of significant changes in the borrower's / issuer's financial position such that the borrower / issuer can no longer pay the obligation, or that proceeds from collateral will not be sufficient to pay back the entire exposure. For smaller balance standardised financing assets, write-off decisions generally are based on a product-specific past due status.

(c) Liquidity risk

Liquidity risk is the risk that the Group is unable to meet its obligations when they fall due as a result of e.g. customer deposits being withdrawn, cash requirements from contractual commitments, or other cash outflows, such as debt maturities or margin calls for risk management instruments etc. Such outflows would deplete available cash resources for client financing, trading activities and investments. In extreme circumstances, lack of liquidity could result in reductions in the consolidated statement of financial position and sales of assets, or potentially an inability to fulfil financing commitments. The risk that the Group will be unable to do so is inherent in all banking operations and can be affected by a range of institution-specific and market-wide events including, but not limited to, credit events, merger and acquisition activity, systemic shocks and natural disasters.

(i) Management of liquidity risk

The Group maintains a portfolio of high quality liquid assets, largely made up of QCB Sukuk, short-term liquid trading investments, and inter-bank placements in addition to maintaining the statutory reserves with QCB. The Market Risk Department monitors the liquidity risk of the Bank on a daily basis through a Liquidity Management dashboard which captures many liquidity parameters both under normal and stressed market conditions. The dashboard includes threshold points which will help proactively identify any liquidity constraints, the remedial actions that will be taken under each situation along with the responsible persons. All liquidity policies and procedures are subject to review and approval by ALCO.

The Group monitor its liquidity risk according to QCB's guidelines on Basel III through two key ratios, the Liquidity Coverage Ratio (LCR) to monitor the short term resilience of the bank's liquidity and non-risk based Leverage Ratio to act as a credible supplementary measure to the risk-based capital requirements.

(ii) Exposure to liquidity risk

A key measure used by the Group for managing liquidity risk is the ratio of net liquid assets to deposits from customers, i.e total assets by maturities against total liabilities by maturities. For this purpose net liquid assets are considered as including cash and cash equivalents and investment grade debt-type securities for which there is an active and liquid market less any deposits from banks, sukuk issued, other borrowings and commitments maturing within the next month. A similar, but not identical, calculation is used to measure the Group's compliance with the liquidity limit established by QCB.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(c) Liquidity risk (continued)

(iii) Maturity analysis

Maturity analysis of Group's assets, liabilities and equity of unrestricted investment accountholders are prepared on the basis of their contractual maturity. For assets, liabilities and equity of unrestricted investment accountholders where there is no contractually agreed maturity date, the maturity analysis is done based on the statistical maturity.

2014	Up to 3 months	3 to 6 months	6 months to 1 year	1 to 3 years	Over 3 years	Total
Cash and balances with central banks	1,944,935	-	-	-	2,988,539	4,933,474
Due from banks	8,616,034	242,703	72,281	-	-	8,931,018
Financing assets	6,370,318	3,511,979	6,120,115	13,902,773	29,776,346	59,681,531
Investment securities	2,344,844	496,360	-	5,034,308	8,078,884	15,954,396
Investment in associates	-	-	-	-	966,777	966,777
Investment properties	-	-	-	-	1,216,420	1,216,420
Assets of a subsidiary held for sale	-	-	61,361	-	-	61,361
Fixed assets	-	-	-	-	508,684	508,684
Intangible assets	-	-	-	-	306,589	306,589
Other assets	321,526	95,835	109,017	379,268	2,640,568	3,546,214
Total assets	19,597,657	4,346,877	6,362,774	19,316,349	46,482,807	96,106,464
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	6,777,519	1,233,214	5,476	88,003	-	8,104,212
Customers' current accounts	15,124,873	-	-	-	-	15,124,873
Sukuk financing	-	-	2,727,104	2,723,132	-	5,450,236
Liabilities of a subsidiary held for sale	-	-	18,688	-	-	18,688
Other liabilities	956,014	181,448	419,779	58,908	140,651	1,756,800
Total liabilities	22,858,406	1,414,662	3,171,047	2,870,043	140,651	30,454,809
Equity of unrestricted investment account holders	31,979,351	9,724,355	8,323,566	481,516	971,201	51,479,989
Total liabilities and equity of unrestricted investment account holders	54,837,757	11,139,017	11,494,613	3,351,559	1,111,852	81,934,798
Maturity gap	(35,240,100)	(6,792,140)	(5,131,839)	15,964,790	45,370,955	14,171,666

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(c) Liquidity risk (continued)

(iii) Maturity analysis (continued)

2013	Up to 3 months	3 to 6 months	6 months to 1 year	1 to 3 years	Over 3 years	Total
Cash and balances with central banks	809,466	-	-	-	2,183,296	2,992,762
Due from banks	5,090,365	49,877	405,961	801,936	-	6,348,139
Financing assets	4,474,911	4,835,766	4,040,590	15,228,759	18,559,440	47,139,466
Investment securities	9,137,971	-	30,222	1,046,306	4,637,342	14,851,841
Investment in associates	-	-	-	-	741,660	741,660
Investment properties	-	-	-	-	792,533	792,533
Assets of a subsidiary held for sale	-	-	303,133	-	-	303,133
Fixed assets	-	-	-	-	436,181	436,181
Intangible assets	-	-	-	228	318,591	318,819
Other assets	398,427	128,541	97,388	243,300	2,562,054	3,429,710
Total assets	19,911,140	5,014,184	4,877,294	17,320,529	30,231,097	77,354,244
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	4,735,375	108,718	495,303	1,148,767	2,540	6,490,703
Customers' current accounts	12,469,798	-	-	-	-	12,469,798
Sukuk financing	-	-	-	2,723,363	2,720,714	5,444,077
Liabilities of a subsidiary held for sale	-	5,267	-	-	-	5,267
Other liabilities	758,083	65,094	300,167	105,500	149,686	1,378,530
Total liabilities	17,963,256	179,079	795,470	3,977,630	2,872,940	25,788,375
Equity of unrestricted investment account holders	25,974,944	6,649,872	4,572,545	420,363	275,485	37,893,209
Total liabilities and equity of unrestricted investment account holders	43,938,200	6,828,951	5,368,015	4,397,993	3,148,425	63,681,584
Maturity gap	(24,027,060)	(1,814,767)	(490,721)	12,922,536	27,082,672	13,672,660

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks

The Group takes on exposure to market risks, which is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risks arise from open positions in profit rate, currency and equity products, all of which are exposed to general and specific market movements and changes in the level of volatility of market rates or prices such as profit rates, credit spreads, foreign exchange rates and equity prices.

The market risks arising from trading and non-trading activities are concentrated in Group Treasury and monitored by the Group's Market Risk Department on a daily basis. Regular reports are submitted to the ALCO and heads of each business unit.

Non-trading portfolios primarily arise from the profit rate and management of the Group's retail and corporate banking assets and liabilities. Non-trading portfolios also consist of foreign exchange and equity risks arising from the Group's debt-type and equity-type investments.

(i) Management of market risks

Overall authority for market risk is vested in ALCO. Group Market Risk Department is responsible for the development of detailed market risk management policies (subject to review and approval by ALCO) and for the day-to-day management of all market risks. The main objective of the Market Risk Management is identification, classification and management of market risk in a prudent way to ensure safeguarding interests of all shareholders. The Group views market risk management as a core competency and its purpose is not to neutralise market risks, but rather maximize risk/return tradeoffs within clearly defined limits. The existence of market risk requires the measurement of the magnitude of the exposure. This measure is an essential precursor to the management of the risk that takes the form of either reducing the exposure through hedging or maintaining sufficient capital to protect the Group from the risk of operational capacity impairment.

(ii) Exposure to market risks – trading portfolios

The principal tool used to measure and control market risk exposure within the Group's trading portfolios is Value at Risk (VaR). The VaR of a trading portfolio is the estimated loss that will arise on the portfolio over a specified period of time (holding period) from an adverse market movement with a specified probability (confidence level). The VaR model used by the Group is based upon a 99 percent confidence level and assumes a 10-day holding period. The VaR model used is based mainly on historical simulation. Taking account of market data from the previous two years, and observed relationships between different markets and prices, the model generates a wide range of plausible future scenarios for market price movements.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(ii) Exposure to market risks – trading portfolios (continued)

Although VaR is an important tool for measuring market risk, the assumptions on which the model is based do give rise to some limitations, including the following:

- A 10-day holding period assumes that it is possible to hedge or dispose of positions within that period. This may not be the case for certain highly illiquid assets or in situations in which there is severe general market illiquidity.
- A 99 percent confidence level does not reflect losses that may occur beyond this level. Even within the model used there is a one percent probability that losses could exceed the VaR.
- VaR is calculated on an end-of-day basis and does not reflect exposures that may arise on positions during the trading day.
- The use of historical data as a basis for determining the possible range of future outcomes may not always cover all possible scenarios, especially those of an exceptional nature.

The Group uses VaR limits for total market risk and specific foreign exchange, profit rate, equity, credit spread and other price risks. The overall structure of VaR limits is subject to review and approval by ALCO. VaR limits are allocated to trading portfolios. VaR is measured at least daily and more regularly for more actively traded portfolios. Daily reports of utilisation of VaR limits are submitted to Group Market Risk and regular summaries are submitted to ALCO.

A summary of the VaR position of the Group's trading portfolios at 31 December and during the year is as follows:

	At 31 December	**Average**	**Maximum**	**Minimum**
2014				
Equity price risk 10-day VaR @99%	**53**	**51**	**56**	**46**
2013				
Equity price risk 10-day VaR @99%	872	4,337	9,755	872

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(ii) Exposure to market risks– trading portfolios (continued)

The limitations of the VaR methodology are recognised by supplementing VaR limits with other position and sensitivity limit structures, including limits to address potential concentration risks within each trading portfolio. In addition, the Group uses a wide range of stress tests to model the financial impact of a variety of exceptional market scenarios, such as periods of prolonged market illiquidity, on individual trading portfolios and the Group's overall position.

(iii) Exposure to profit rate risk – non-trading portfolios

The principal risk to which non-trading portfolios are exposed is the risk of loss from fluctuations in the future cash flows or fair values of financial instruments because of a change in market profit rates. Profit rate risk is managed principally through monitoring profit rate gaps and by having pre-approved limits for repricing bands. ALCO is the monitoring body for compliance with these limits and is assisted by Group Market Risk Treasury in its day-to-day monitoring activities.

A summary of the Group's profit rate gap position on non-trading portfolios is as follows:

		Repricing in:					
2014	**Carrying amount**	**Less than 3 months**	**3-12 months**	**1-5 years**	**More than 5 years**	**Non-profit sensitive**	**Effective profit rate**
Cash and balances with central banks	**4,933,474**	**1,887,593**	**-**	**29,232**	**-**	**3,016,649**	**-**
Due from banks	**8,931,018**	**8,583,728**	**314,984**	**-**	**32,306**	**-**	**1.62%**
Financing assets	**59,681,531**	**27,774,325**	**15,967,145**	**14,311,868**	**1,628,193**	**-**	**4.32%**
Investment securities	**15,954,396**	**2,287,425**	**875,086**	**9,804,380**	**1,486,714**	**1,500,791**	**3.07%**
	89,500,419	**40,533,071**	**17,157,215**	**24,145,480**	**3,147,213**	**4,517,440**	**-**
Due to banks	**8,104,212**	**6,708,327**	**1,289,585**	**-**	**106,300**	**-**	**0.85%**
Sukuk financing	**5,450,236**	**-**	**2,727,104**	**2,723,132**	**-**	**-**	**3.19%**
	13,554,448	**6,708,327**	**4,016,689**	**2,723,132**	**106,300**	**-**	**-**
Equity of unrestrcited investment account holders	**51,479,989**	**31,979,344**	**18,047,908**	**1,308,168**	**144,569**	**-**	**0.97%**
	65,034,437	**38,687,671**	**22,064,597**	**4,031,300**	**250,869**	**-**	**-**
Profit rate sensitivity gap	**24,465,982**	**1,845,400**	**(4,907,382)**	**20,114,180**	**2,896,344**	**4,517,440**	**-**
Cumulative profit rate sensitivity gap	**-**	**24,465,982**	**22,620,582**	**27,527,964**	**7,413,784**	**4,517,440**	**-**

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iii) Exposure to profit rate risk – non-trading portfolios (continued)

		Repricing in:					
2013	Carrying amount	Less than 3 months	3-12 months	1-5 years	More than 5 years	Non-profit sensitive	Effective profit rate
Cash and balances with central banks	2,992,762	809,466	-	-	-	2,183,296	-
Due from banks	6,348,139	5,088,808	456,357	802,455	519	-	2.33%
Financing assets	47,139,466	20,109,795	12,799,558	12,539,456	1,690,657	-	4.62%
Investment securities	14,851,841	9,059,428	30,221	3,463,765	1,615,076	683,351	5.01%
	71,332,208	35,067,497	13,286,136	16,805,676	3,306,252	2,866,647	-
Due to banks	6,490,703	3,279,376	604,022	2,581,819	25,486	-	1.48%
Sukuk financing	5,444,077	-	-	5,444,077	-	-	3.19%
	11,934,780	3,279,376	604,022	8,025,896	25,486	-	-
Equity of unrestrcited investment account holders	37,893,209	25,975,153	11,222,208	451,085	244,763	-	1.25%
	49,827,989	29,254,529	11,826,230	8,476,981	270,249	-	-
Profit rate sensitivity gap	21,504,219	5,812,968	1,459,906	8,328,695	3,036,003	2,866,647	-
Cumulative profit rate sensitivity gap	-	21,504,219	15,691,251	14,231,345	5,902,650	2,866,647	-

Sensitivity analysis

The management of profit rate risk against profit rate gap limits is supplemented by monitoring the sensitivity of the Group's financial assets and liabilities to various standard and non - standard profit rate scenarios. Standard scenarios that are considered on a monthly basis include a 100 basis point (bp) parallel fall or rise in all yield curves worldwide and a 50 bp rise or fall in the greater than 12-month portion of all yield curves. An analysis of the Group's sensitivity to an increase or decrease in market profit rates, assuming no asymmetrical movement in yield curves and a constant financial position, is as follows:

Sensitivity of net profit	**100 bp parallel increase**	**100 bp parallel decrease**
2014		
At 31 December	**(14.15 million)**	**14.15 million**
2013		
At 31 December	(43.17 million)	43.17 million

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iii) Exposure to profit rate risk – non-trading portfolios (continued)

Sensitivity analysis (continued)

Overall non-trading profit rate risk positions are managed by Group Treasury, which uses financial investments, advances to banks, deposits from banks and risk management instruments to manage the overall position arising from the Group's non-trading activities. The use of risk management instruments to manage profit rate risk.

(iv) Exposure to other market risks – non-trading portfolios

Foreign currency transactions

The result of structural foreign exchange positions on the Group's net investments in foreign subsidiaries and branches is recognised in equity. The Group's policy is only to hedge such exposures when not doing so would have a significant impact on the regulatory capital ratios of the Group and its subsidiaries. The result of this policy is that hedging generally only becomes necessary when the ratio of structural exposures in a particular currency to risk-weighted assets denominated in that currency diverges significantly from the capital ratio of the entity being considered. In addition to monitoring VaR in respect of foreign currency, the Group monitors any concentration risk in relation to any individual currency in regard to the translation of foreign currency transactions and monetary assets and liabilities into the respective functional currency of Group entities, and with regard to the translation of foreign operations into the presentation currency of the Group.

Functional currency of Group entities

	2014	2013
Net foreign currency exposure:		
Sterling Pounds	**(110,794)**	140,039
USD	**(1,243,294)**	3,016,885
Euro	**(58,846)**	632,107
Other currencies	**56,312**	(2,597,389)

The exchange rate of QAR against US Dollar has been pegged and the Group's exposure to currency risk is limited to that extent. The Group uses Shari'a compliant forward contracts to mitigate the other currency risks.

The table below indicates the effect of a reasonably possible movement of the currency rate against the QAR on the net profit for the year, with all other variables held constant:

	Increase / (decrease)	
5% change in currency exchange rate	**2014**	2013
Sterling Pound	**(5,540)**	7,002
USD	**(62,165)**	150,844
Euro	**(2,942)**	31,605
Other currencies	**2,816**	(129,869)

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iv) Exposure to other market risks – non-trading portfolios (continued)

Equity price risk

Equity price risk is the risk that the fair value of equities decreases as a result of changes in the level of equity indices and individual stocks. The non-trading equity price risk exposure arises from equity securities classified as fair value through income statement and fair value through equity.

The Group is also exposed to equity price risk and the sensitivity analysis thereof is as follows:

Market Indices	Change in equity price %	Effect on equity		Effect on profit and loss	
		2014	2013	**2014**	2013
Qatar Exchange	**+/ - 10%**	**17,073**	8,366	**-**	1,068
Bahrain Stock Exchange	**+/ - 10%**	**977**	3,268	-	-
Damascus Securities Exchange	**+/ - 10%**	**1,829**	5,799	-	-
France	**+/ - 10%**	**2,374**	31,722	-	**-**

The above analysis has been prepared on the assumption that all other variables such as profit rate, foreign exchange rate, etc are held constant and is based on historical correlation of the equity securities to the relevant index. Actual movement may be different from the one stated above.

(e) Operational risks

Operational risk is the risk of direct or indirect loss arising from a wide variety of causes associated with the Group's involvement with financial instruments, including processes, personnel, technology and infrastructure, and from external factors other than credit, market and liquidity risks such as those arising from legal and regulatory requirements and generally accepted standards of corporate behaviour.

The Group's objective is to manage operational risk so as to balance the avoidance of financial losses and damage to the Group's reputation with overall cost effectiveness and to avoid control procedures that restrict initiative and creativity.

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(e) Operational risks (continued)

The primary responsibility for the development and implementation of controls to address operational risk is assigned to senior management within each business unit. This responsibility is supported by the development of overall Group standards for the management of operational risk in the following areas:

- requirements for appropriate segregation of duties, including the independent authorisation of transactions;
- requirements for the reconciliation and monitoring of transactions;
- compliance with regulatory and other legal requirements;
- documentation of controls and procedures;
- requirements for the periodic assessment of operational risks faced, and the adequacy of controls and procedures to address the risks identified;
- requirements for the reporting of operational losses and proposed remedial action;
- development of contingency plans;
- training and professional development;
- ethical and business standards; and
- risk mitigation, including insurance where this is effective.

(f) Capital management

Regulatory capital

The Group's policy is to maintain a strong capital base so as to ensure investor, creditor and market confidence and to sustain future development of the business. The impact of the level of capital on shareholders' return is also recognised and the Group recognises the need to maintain a balance between the higher returns that might be possible with greater gearing and the advantages and security afforded by a sound capital position.

The Group and its individually regulated operations have complied with all externally imposed capital requirements throughout the year.

The capital adequacy ratio of the Group is calculated in accordance with the Basel III Committee guidelines (2013: Basel II Committee guidelines) as adopted by the QCB.

The Group's regulatory capital position under Basel II and QCB regulations at 31 December was as follows:

	2014	2013
	Basel III	Basel II
Tier 1 capital	**11,380,321**	9,224,557
Tier 2 capital	**34,242**	492,342
Total regulatory capital	**11,414,563**	9,716,899

At 31 December 2014 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(f) Capital management (continued)

Risk weighted assets

	2014	2013
	Basel III	Basel II
Risk weighted assets for credit risk	**72,921,313**	52,613,788
Risk weighted assets for market risk	**243,335**	2,052,170
Risk weighted assets for operational risk	**4,951,388**	4,201,275
Total risk weighted assets	**78,116,036**	58,867,233
Regulatory capital	**11,414,563**	9,716,899
Risk weighted assets as a percentage of regulatory capital (capital ratio)	**14.6%**	16.5%

The capital adequacy ratio relating to 31 December 2014 are calculated as per Basel III requirements (31 December 2013: as per Basel II).

The minimum ratio limit determined by QCB and Basel III is 12.5% (2013: The minimum ratio limit determined by QCB is 10% and Basel II of capital adequacy requirement is 8%).

The capital adequacy ratio has been calculated as per Basel III guidelines with effect from 1st January 2014 in accordance with QCB regulations. The minimum capital adequacy requirement are as follows:

- Minimum limit without capital conservation buffer is 10%
- Minimum limit including capital conservation buffer is 12.5%

5 USE OF ESTIMATES AND JUDGMENTS

(a) Key sources of estimation uncertainty

The Group makes estimates and assumptions that affect the reported amounts of assets and liabilities. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

(i) Allowance for credit losses

Assets accounted for at amortised cost are evaluated for impairment on a basis described in significant accounting policies.

The specific counterparty component of the total allowances for impairment applies to financial assets evaluated individually for impairment and is based upon management's best estimate of the present value of the cash flows that are expected to be received. In estimating these cash flows, management makes judgements about a counterparty's financial situation and the net realisable value of any underlying collateral. Each impaired asset is assessed on its merits, and the workout strategy and estimate of cash flows considered recoverable are independently approved by the Credit Risk function. Minimum impairment on specific counter parties are determined based on the QCB regulations.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(a) Key sources of estimation uncertainty (continued)

(ii) Determining fair values

The determination of fair value for financial assets and liabilities for which there is no observable market price requires the use of valuation techniques as described in significant accounting policies. For financial instruments that trade infrequently and have little price transparency, fair value is less objective, and requires varying degrees of judgement depending on liquidity, concentration, uncertainty of market factors, pricing assumptions and other risks affecting the specific instrument.

Fair value is determined for each investment individually in accordance with the general valuation policies as set out below;

i) For quoted investments, the fair value is determined by reference to quoted market bid prices at close of business on the reporting date.

ii) For unquoted investments, the fair value is determined by reference to recent significant buy or sell transactions with third parties that are either completed or are in progress. Where no recent significant transactions have been completed or are in progress, fair value is determined by reference to the current market value of similar investments. For others, the fair value is based on the net present value of estimated future cash flows, or other relevant valuation method.

iii) For investments that have fixed or determinable cash flows, fair value is based on the net present value of estimated future cash flows determined by the Group using current profit rates for investments with similar terms and risk characteristics.

iv) Investments which cannot be measured to fair value using any of the above techniques are carried at cost less impairment.

(b) Critical accounting judgements in applying the Group's accounting policies

(i) Valuation of financial instruments

The Group's accounting policy on fair value measurements is discussed in the significant accounting policies section. The Group measures fair values using the following fair value hierarchy that reflects the significance of the inputs used in making the measurements:

- Level 1: Quoted market price (unadjusted) in an active market for an identical instrument.
- Level 2: Valuation techniques based on observable inputs, either directly (i.e. as prices) or indirectly (i.e. derived from prices). This category includes instruments valued using: quoted market prices in active markets for similar instruments; quoted prices for identical or similar instruments in markets that are considered less than active; or other valuation techniques where all significant inputs are directly or indirectly observable from market data.
- Level 3: Valuation techniques using significant unobservable inputs. This category includes all instruments where the valuation technique includes inputs not based on observable data and the unobservable inputs have a significant effect on the instrument's valuation. This category includes instruments that are valued based on quoted prices for similar instruments where significant unobservable adjustments or assumptions are required to reflect differences between the instruments.

Fair values of financial assets and financial liabilities that are traded in active markets are based on quoted market prices or dealer price quotations. For all other financial instruments the Group determines fair values using valuation techniques.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(i) Valuation of financial instruments (continued)

Valuation techniques include net present value and discounted cash flow models, comparison to similar instruments for which market observable prices exist and other valuation models. Assumptions and inputs used in valuation techniques include risk-free and benchmark profit rates, credit spreads and other premia used in estimating discount rates, sukuk and equity prices, foreign currency exchange rates, equity and equity index prices and expected price volatilities and correlations. The objective of valuation techniques is to arrive at a fair value determination that reflects the price of the financial instrument at the reporting date, that would have been determined by market participants acting at arm's length.

(ii) Financial asset classification

The table below analyses investment securities measured at fair value at the end of the year, by the level in the fair value hierarchy into which the fair value measurements categorised:

		Fair value measurement using		
2014	**Total**	**Quoted prices in active markets (Level 1)**	**Significant observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
Assets measured at fair value:				
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	-	-	-	-
Unquoted equity-type investments classified as fair value through income statement	**448,902**	-	**280,593**	**168,309**
Quoted equity-type investments classified as fair value through equity	**222,899**	**222,899**	-	-
Unquoted equity-type investments classified as fair value through equity	**549,249**	-	**498,398**	**50,851**

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5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(ii) Financial asset classification (continued)

2013	Total	Fair value measurement using Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets measured at fair value:				
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	66,394	66,394	-	-
Unquoted equity-type investments classified as fair value through income statement	566,544	-	149,232	417,312
Quoted equity-type investments classified as fair value through equity	537,000	537,000	-	-
Unquoted equity-type investments classified as fair value through equity	618,678	-	581,704	36,974

During the current year and due to changes in market conditions for certain investment securities, quoted prices in active markets were no longer available for certain securities. However, there was sufficient information available to measure fair values of those securities using other valuation techniques. There have been no transactions between level 1 and level 2 during the years ended 31 December 2014 and 2013.

(iii) Useful lives of fixed assets

The Group's management determines the estimated useful life of fixed assets for calculating depreciation. This estimate is determined after considering the expected usage of the asset, physical wear and tear, technical or commercial obsolescence.

(iv) Useful life of intangible assets

The Group's management determines the estimated useful life of its intangible asssets for calculating amortisation. This estimate is determined after considering the expected economic benefits to be received from the use of intangible assets.

(v) Estimation of net realisable value for inventory and projects under development

Inventory and projects under development is stated at the lower of cost and net realisable value (NRV). NRV is assessed with reference to market conditions and prices existing at the statement of financial position date and is determined by the Group having taken suitable external advice and in the light of recent market transactions.

(vi) Impairment of fair value through equity investments

The Group determines that fair value through equity investments are impaired when there has been a 'significant' or 'prolonged' decline in the fair value below its cost. This determination of what is 'significant' or 'prolonged' requires judgment and is assessed based on qualitative and quantitative factors, for each fair value through equity investment separately. In making a judgment of impairment for fair value through equity investments, the Group evaluates among other factors, evidence of deterioration in the financial health of the entity, impact of delay in execution, industry and sector performance, changes in technology and operational and financing cash flows or whether it becomes probable that that the investee will enter bankruptcy or other financial reorganization.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(vii) Classification of assets held for sale

The Group classifies non-current assets or a disposal group as 'held for sale' if its carrying amount is expected to be recovered principally through a sale transaction rather than through continuing use. In addition, the sale is expected to be completed within one year from the date of classification. The expected time of completion of sale and management's plan to sell is based on management assumptions in relation to the condition of the asset and its current performance and requires judgment. There is no certainty on the execution and completion of the sale transaction and any changes in the plan to sell may cause the classification of the disposal group to be changed and consequently the basis of measurement, presentation and disclosure in the consolidated financial statements.

Q West is classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations in the consolidated financial statements of the Group (31 December 2013: QLand Real Estate SPC was classified as held for sale).

(viii) Valuation of investment properties

The Group's subsidiary 'Verdi SA' owns investment properties located in France that have been carried at fair value. In determining the fair value of these investment properties, management has obtained an 'external valuation' as at 31 December 2014 and 2013.

Also the Group owns other investment properties which have been valued using external accredited valuers.

As of 31 December 2013, the Assets of QLand predominantly comprise of investment properties, have been classified as "held for sale" and are carried at the fair value less costs to sell in the consolidated financial statements of the Group.

(ix) Valuation of investments designated at fair value through income statement

The fair value of unquoted investments designated at fair value through statement of income is determined by management using various valuation techniques. Valuation techniques employed include using a market multiples approach, a discounted cash flow analysis and a comparable transaction approach amongst others. These techniques require management to make certain assumptions and estimates about expected future cash flows, revenues, profits and expected market conditions. Management ensures that in all cases these assumptions are reasonable and realistic.

The chosen valuation techniques make maximum use of market inputs as well as on entity-specific inputs. They incorporate all factors that market participants would consider in setting a price and are consistent with accepted economic methodologies for pricing financial instruments. Periodically, the Group calibrates the valuation techniques and test them for validity using prices from any observable current market transactions in the same instrument (i.e., without modification or repackaging) or based on any available observable market data.

(x) Going concern

The Group's management has made an assessment of the Group's ability to continue as a going concern and is satisfied that the Group has the resources to continue in business for the foreseeable future. Furthermore, the management is not aware of any material uncertainties that may cast significant doubt upon the Group's ability to continue as a going concern. Therefore, the consolidated financial statements continue to be prepared on the going concern basis.

6. OPERATING SEGMENTS

The Group has four reportable segments, as described below, which are the Group's strategic divisions. The strategic divisions offer different products and services, and are managed separately based on the Group's management and internal reporting structure. For each of the strategic divisions, the Chief Executive Officer reviews internal management reports on monthly basis. The following summary describes the operations in each of the Group's reportable segments.

Wholesale banking	Includes services offered to institutional investors, corporate, other banks, and investment vehicles such as mutual funds or pensions.
Personal banking	Includes services that are offered to individual customers through local branches of the bank which includes checking and savings accounts, credit cards, personal lines of credit, mortgages, and so forth.
Group function	Treasury, Investment, finance and other central functions
Local & international subsidiaries	Local and international subsidiaries include the Groups local and international subsidiaries all of which are consolidated in the Group financial statements

Information regarding the results, assets and liabilities of each reportable segment is included below.

Performance is measured based on segment profit before tax, as included in the internal management reports that are reviewed by the Chief Executive Officer. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries.

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6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments

2014	**Wholesale banking**	**Personal banking**	**Group function**	**Local & international subsidiaries**	**Total**
External revenue:					
Total net income from financing and investing activities	1,457,650	879,513	476,693	279,223	3,093,079
Net fee and commission income	138,439	116,930	21,384	115,226	391,979
Net foreign exchange gain	-	-	64,563	8,001	72,564
Share of results of associates	-	-	42,916	8,720	51,636
Other income	-	-	-	23,814	23,814
Inter segment revenue	(397,383)	154,447	242,936	-	-
Profit from subsidiary held for sale	-	-	-	1,999	1,999
Total segment income	1,198,706	1,150,890	848,492	436,983	3,635,071
Staff costs , other expenses and depreciation and amortisation	(211,856)	(402,998)	(74,664)	(230,364)	(919,882)
Sukuk holders' share of profit	-	-	(173,519)	-	(173,519)
Net return to unrestricted investment account holders	(270,668)	(216,188)	(45,759)	(31,647)	(564,262)
Other material non-cash items:					
Net impairment losses on investment securities	-	-	(150,800)	(20,639)	(171,439)
Net impairment losses on financing assets	-	-	(87,163)	(2,750)	(89,913)
Other impairment losses	-	-	(578)	(7,921)	(8,499)
Reportable segment net profit before tax	716,182	531,704	316,009	143,662	1,707,557
Reportable segment assets	44,073,065	14,560,357	33,895,757	3,577,285	96,106,464
Reportable segment liabilities and equity of unrestricted invstments account holders	32,341,370	25,923,767	21,491,171	2,178,490	81,934,798

QAR '000s

6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments (continued)

2013	Wholesale banking	Personal banking	Group function	Local & international subsidiaries	Total
External revenue:					
Total net income from financing and investing activities	1,204,989	738,723	750,264	110,122	2,804,080
Net fee and commission income	134,755	89,161	17,357	47,271	288,544
Net foreign exchange gain (loss)	-	-	49,791	(5,707)	44,084
Share of results of associates	-	-	9,353	(3,172)	6,181
Other income	-	-	-	1,331	1,331
Inter segment revenue	(423,026)	213,786	209,240	-	-
Profit from a subsidiary held for sale	-	-	-	4,062	4,062
Total segment income	916,718	1,041,670	1,035,987	153,907	3,148,282
Staff costs , other expenses and depreciation and amortisation	(217,865)	(370,849)	(73,489)	(185,851)	(848,054)
Sukuk holders' share of profit	-	-	(173,519)	-	(173,519)
Net return to unrestricted investment account holders	(167,114)	(216,731)	(23,549)	(41,396)	(448,790)
Other material non-cash items:					
Net impairment losses on investment securities	-	-	(255,149)	(7,601)	(262,750)
Net impairment losses on financing assets	(9,950)	(35,135)	-	(52,298)	(97,383)
Other impairment losses	-	-	(8,793)	(849)	(9,642)
Reportable segment net profit before tax	521,789	418,955	501,488	(134,088)	1,308,144
Reportable segment assets	34,267,160	12,365,437	27,470,061	3,251,586	77,354,244
Reportable segment liabilities and equity of unrestricted invstments account holders	22,632,168	23,791,502	15,488,514	1,769,400	63,681,584

As at 31 December 2014 QAR '000s

6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments (continued)

Note:
Certain segment income and expenses for the year ended 31 December 2013 were reclassified in the consolidated financial statements to conform to the presentation and classification adopted in the current year.

7 FAIR VALUE AND CLASSICIATION OF FINANCIAL INSTRUMENTS

The table below sets out the carrying amounts and fair values of the Group's main financial assets and financial liabilities:

2014	Fair value through equity	Fair value through income statement	Amortised cost	Total carrying amount	Fair value
Cash and balances with central banks	-	-	4,933,474	4,933,474	4,933,474
Due from banks	-	-	8,931,018	8,931,018	8,931,018
Financing assets	-	-	59,681,531	59,681,531	59,681,531
Investment securities:					
- Measured at fair value	772,148	549,721	-	1,321,869	1,321,869
- Measured at amortised cost	-	-	14,632,527	14,632,527	13,989,524
Other assets	-	-	770,724	770,724	770,724
	772,148	549,721	88,949,274	90,271,143	89,628,140
Due to banks	-	-	8,104,212	8,104,212	8,104,212
Customers' current accounts	-	-	15,124,873	15,124,873	15,124,873
Sukuk financing	-	-	5,450,236	5,450,236	5,450,236
Other liabilities	-	-	1,756,800	1,756,800	1,756,800
	-	-	30,436,121	30,436,121	30,436,121

As at 31 December 2014 QAR '000s

7 FAIR VALUE AND CLASSICIATION OF FINANCIAL INSTRUMENTS (CONTINUED)

The table below sets out the carrying amounts and fair values of the Group's main financial assets and financial liabilities:

2013	Fair value through equity	Fair value through income statement	Amortised cost	Total carrying amount	Fair value
Cash and balances with central banks	-	-	2,992,762	2,992,762	2,992,762
Due from banks	-	-	6,348,139	6,348,139	6,348,139
Financing assets	-	-	47,139,466	47,139,466	47,139,466
Investment securities:					
- Measured at fair value	1,155,678	632,938	-	1,788,616	1,788,616
- Measured at amortised cost	-	-	13,063,225	13,063,225	13,063,225
Other assets	-	-	500,600	500,600	500,600
	1,155,678	632,938	70,044,192	71,832,808	71,832,808
Due to banks	-	-	6,490,703	6,490,703	6,490,703
Customers' current accounts	-	-	12,469,798	12,469,798	12,469,798
Sukuk financing	-	-	5,444,077	5,444,077	5,444,077
Other liabilities	-	-	1,378,530	1,378,530	1,378,530
	-	-	25,783,108	25,783,108	25,783,108

At 31 December 2014 QAR '000s

8. BUSINESS COMBINATION

Acquisitions in 2014

On 1 May 2014, QIB acquired additional 10% of the voting shares of Asian Finance Bank ("AFB") for a purchase consideration of QR 61 million which raised the total shareholding to 60%. AFB is registered as an Islamic Bank in Malaysia and regulated by Bank Negara Malaysia. The principal business lines of AFB include corporate and retail banking.

The Bank does not have "control" over AFB as defined in IFRS 10- Consolidated Financial Statements and FAS 23 – Consolidation under AAOIFI, due to the shareholders agreement. Hence AFB continues to be accounted for as an associate under FAS 24- Investment in Associates under AAOIFI, following the equity method of accounting.

The table below sets out the share of the Group from Asian Finance Bank ("AFB"):

Group's share	***31 December 2014***	*31 December 2013*
Total assets	**2,117,872**	1,602,714
Total liabilities	**1,793,299**	1,339,833
Total net assets acquired	**324,573**	262,881
Share of results	**8,457**	(2,609)
Goodwill	**22,048**	6,749

Acquisitions in 2013

Entity	***Principal activity***	***Date of obtaining control***	***Proportion of voting equity interests acquired (%)***	***Consideration***
Arab Finance House	Banking	December 2013	62.99	166,849
Durat Al Doha Real Estate Investment and Development W.L.L	Real estate	January 2013	-	-

Arab Finance House L.L.C

On 1 December 2013, QIB acquired additional 62.99% of the voting shares of Arab Finance House ("AFH") and obtained control over the financial and operating activities of AFH with 99.99% of the share capital. AFH is registered as an Islamic Bank in Lebanon and regulated by Banque Du Liban. The principal business lines of AFH include corporate and retail banking.

At 31 December 2014 QAR '000s

8 BUSINESS COMBINATION (CONTINUED)

Acquisitions in 2013 (continued)

The fair value of identifiable assets acquired and liabilities assumed of AFH as at the date of acquisition were:

	Fair values at the acquisition date QR'000	*Carrying amounts immediately prior to acquisition QR'000*
Assets		
Cash and bank balances	77,904	77,904
Placements with financial institutions	126,614	126,614
Investment securities	85,092	89,352
Financing assets	107,830	120,570
Other assets	128,984	105,324
	526,424	519,764
Liabilities		
Due to banks	180,142	180,142
Customer deposits	138,529	138,529
Other liabilities	62,995	64,099
	381,666	382,770
Net assets	144,758	136,994
Non-controlling interest (0.007%)	(9)	(10)
Total net assets acquired	144,749	136,984
Goodwill arising from acquisition	22,100	
Cost of business combination	166,849	
Consideration		
Cash consideration	116,163	
Fair value of QIB's equity interest in Arab Finance House held before the business combination	50,686	
	166,849	

Goodwill arising on step acquisition	
Fair value of consideration	166,849
Plus: non-controlling interests (0.007% in AFH)	9
Less: fair value of identifiable net assets acquired	(144,758)
Goodwill arising on acquisition	22,100

The fair value exercise has been completed and the adjustment to the purchase price allocation have been made on the basis of the final fair value of the net assets acquired based on this the goodwill has been recognised accordingly. The intangibles identified on aquistion of AFH were not material and accordingly were not considered.

At 31 December 2014 QAR '000s

8 BUSINESS COMBINATION (CONTINUED)

Acquisitions in 2013 (continued)

Durat Al Doha Real Estate Investment and Development W.L.L

Effective on 1 January 2013, the Group obtained control over the financial and operating policies of its previous associate company "Durat Al Doha Real Estate Investment and Development W.L.L through management agreement with other shareholders in the Company.

Durat Al Doha Real Estate Investment and Development W.L.L is registered as a limited liability company in the state of Qatar under commercial registration number 39916. The company is engaged in real estate investment and development.

The fair value of identifiable assets acquired and liabilities assumed of the company as at the date of acquisition are the same as its carrying amounts immediately prior to acquisition and were as follow:

	Fair values at the acquisition date QR'000
Assets	
Cash and bank balances	60
Fixed assets	249
Other assets	1,887,526
	1,887,835
Liabilities	
Due to banks	(1,415,943)
Other liabilities	(92,745)
	(1,508,688)
Net assets	**379,147**
Non-controlling interest (60.13%)	(228,019)
Total net assets acquired and cost of business combination	**151,128**
Consideration	
Fair value of Group's share at the acquisition date	151,128
Plus: non-controlling interest	228,019
Less: fair value of identifiable net assets acquired	(379,147)
Goodwill arising on acquisition	**-**

At 31 December 2014 QAR '000s

8 BUSINESS COMBINATION (CONTINUED)

Acquisitions in 2013 (continued)

The non-controlling interests (60.13% ownership interest) recognised at the acquisition date were measured by reference to the fair value of the non-controlling interests and amounted to QR 228,019 thousands.

During 2013, in compliance with the provisions of International Financial Reporting Standard 3 "Business Combinations", the Group has carried out one time "Purchase Price Allocation" (PPA) exercise for the value of the acquisition of the shares of Durat Al Doha Real Estate Investment and Development W.L.L. PPA identifies the value paid for the tangible assets, intangible assets and the goodwill arising on the acquisition. The intangibles identified on acquisition of shares in Durat Al Doha Real Estate Investment and Development W.L.L. were not material and accordingly were not considered.

9. CASH AND BALANCES WITH CENTRAL BANKS

	2014	2013
Cash	**598,459**	375,893
Cash reserve with QCB (i)	**2,941,094**	2,178,599
Other balances with QCB	**1,275,397**	343,130
Balances with other central banks	**118,524**	95,140
	4,933,474	2,992,762

(i) Cash reserve with QCB is not available for use in the Group's day to day operations.

10. DUE FROM BANKS

	2014	2013
Commodity Murabaha receivable	**5,095,462**	2,057,530
Wakala placements	**3,441,947**	2,813,878
Mudaraba placements	**167,666**	446,782
Current accounts	**229,145**	1,034,407
Deferred profit	**(3,202)**	(4,458)
	8,931,018	6,348,139

At 31 December 2014 QAR '000s

11. FINANCING ASSETS

(a) By type

	2014	2013
Murabaha	**36,181,819**	26,761,937
Musawama	**13,767,973**	12,071,007
Ijarah Muntahia Bittamleek	**14,839,056**	12,332,885
Istisna'a	**808,719**	1,228,995
Mudaraba	**472,427**	197,691
Others	**569,057**	335,147
Total financing assets	**66,639,051**	52,927,662
Less: Deferred profit	**6,399,267**	5,324,634
Specific impairment of financing assets	**514,849**	425,317
Suspended profit	**43,404**	38,245
Net financing assets	**59,681,531**	47,139,466

The impaired financing assets net of deferred profit amounted to QR 550 million as at 31 December 2014 representing 0.9% of the total financing assets net of deferred profit (31 December 2013: QR 473 million, representing 1 % of the total financing assets net of deferred profit).

Impairment distribution by nature of the customer is as follow:

	2014	2013
Corporate	**138,876**	112,705
Retail and others	**375,973**	312,612
	514,849	425,317

(b) Movement in impairment of financing assets is as follows:

	2014	2013
Balance at 1 January	**425,317**	460,095
Provisions provided during the year	**218,920**	167,461
Recoveries during the year	**(129,007)**	(70,078)
Written off during the year	**(760)**	(100,129)
Adjustments / (Transfer to other assets)	**379**	(32,032)
Balance at 31 December	**514,849**	425,317

At 31 December 2014 QAR '000s

11. FINANCING ASSETS (CONTINUED)

(c) Movement in the impairment of financing assets - sector wise:

	Corporates	SMEs	Retail	Real Estate Mortgages	Total
Balance at 1 January 2014	**112,705**	**7,746**	**204,473**	**100,393**	**425,317**
Provisions provided during the year	**58,151**	**2,330**	**140,261**	**18,178**	**218,920**
Recoveries during the year	**(32,570)**	**(4,318)**	**(37,479)**	**(54,640)**	**(129,007)**
Written off during the year	**-**	**-**	**(760)**	**-**	**(760)**
Adjustments	**590**	**-**	**-**	**(211)**	**379**
Balance at 31 December 2014	**138,876**	**5,758**	**306,495**	**63,720**	**514,849**
Balance at 1 January 2013	125,437	8,678	146,275	179,705	460,095
Provisions provided during the year	63,909	2,187	88,935	12,430	167,461
Recoveries during the year	(7,899)	(3,119)	(29,652)	(29,408)	(70,078)
Written off during the year	(68,742)	-	(1,085)	(30,302)	(100,129)
Transfer to other assets	-	-	-	(32,032)	(32,032)
Balance at 31 December 2013	112,705	7,746	204,473	100,393	425,317

At 31 December 2014 QAR '000s

11. FINANCING ASSETS (CONTINUED)

(d) By sector

2014	Murabaha	Musawama	Ijarah Muntahia Bittamleek	Istisna'a	Mudaraba	Others	Total
Government and related entities	7,523,013	-	-	52,794	-	38	7,575,845
Non-banking financial institutions	3,029,455	108	137,965	-	21,841	2	3,189,371
Industry	1,284,443	73,720	1,348,647	1,748	5,818	145,207	2,859,583
Commercial	5,165,908	330,545	832,280	5,949	3,546	53,431	6,391,659
Services	6,237,100	1,053,497	496,179	6,500	25,150	8,596	7,827,022
Contracting	2,102,494	197,708	133,785	45,996	416,072	8,068	2,904,123
Real estate	3,278,653	42,106	11,573,790	695,732	-	256	15,590,537
Personal	3,607,970	11,200,215	-	-	-	132,960	14,941,145
Others	3,952,783	870,074	316,410	-	-	220,499	5,359,766
Total financing assets	36,181,819	13,767,973	14,839,056	808,719	472,427	569,057	66,639,051
Less: Deferred profit							6,399,267
Provision for impairment of financing assets							514,849
Suspended profit							43,404
Net financing assets							59,681,531

Note:
Details of financing assets related to Sukuk backed assets issued during 2010 and 2012 are disclosed in Note 21 to the consolidated financial statements.

QAR '000s

11. FINANCING ASSETS (CONTINUED)

(d) By sector (continued)

2013

	Murabaha	Musawama	Ijarah Muntahia Bittamleek	Istisna'a	Mudaraba	Others	Total
Government and related entities	6,651,510	-	163	62,597	-	102	6,714,372
Non-banking financial institutions	1,926,377	3,903	17,661	-	-	17	1,947,958
Industry	1,558,101	807,578	1,562,933	2,718	-	14,004	3,945,334
Commercial	5,599,803	357,240	601,219	219,672	7,096	83,303	6,868,333
Services	1,137,981	1,026,276	471,337	17,069	28,520	10,226	2,691,409
Contracting	1,861,709	164,054	211,125	15,736	162,075	10,405	2,425,104
Real estate	4,365,217	60,455	9,265,227	911,099	-	159,253	14,761,251
Personal	1,135,265	9,093,893	-	-	-	51,278	10,280,436
Others	2,525,974	557,608	203,220	104	-	6,559	3,293,465
Total financing assets	26,761,937	12,071,007	12,332,885	1,228,995	197,691	335,147	52,927,662
Less: Deferred profit							5,324,634
Provision for impairment of financing assets							425,317
Suspended profit							38,245
Net financing assets							47,139,466

At 31 December 2014 QAR '000s

12. INVESTMENT SECURITIES

	2014			2013		
	Quoted	**Unquoted**	**Total**	Quoted	Unquoted	Total
Investments classified as fair value through income statement						
• equity-type investments	**-**	**448,902**	**448,902**	66,394	566,544	632,938
• debt-type investments						
- Fixed rate	**100,819**	**-**	**100,819**	-	-	-
	100,819	**448,902**	**549,721**	66,394	566,544	632,938
Debt-type investments classified at amortised cost (i)						
- State of Qatar Sukuk	**1,113,440**	**11,327,321**	**12,440,761**	91,000	11,730,000	11,821,000
- Fixed rate	**1,893,777**	**161,809**	**2,055,586**	868,535	232,050	1,100,585
- Floating rate	**136,180**	**-**	**136,180**	129,106	12,534	141,640
	3,143,397	**11,489,130**	**14,632,527**	1,088,641	11,974,584	13,063,225
Equity-type investments classified as fair value through equity	**222,899**	**549,249**	**772,148**	537,000	618,678	1,155,678
	3,467,115	**12,487,281**	**15,954,396**	1,692,035	13,159,806	14,851,841

Notes:

(i) The fair value of the investments carried at amortised costs as at 31 December 2014 amounted to QAR 13,989 million (2013: QAR 13,003 million).

(ii) The fair value hierarchy and the transfers between categories of fair value hierarchy are disclosed in Note 5 (b).

The movement in impairment of debt-type securities carried at amortised cost and equity-type securities carried at fair value through equity is as follows:

	2014	2013
Balance at 1 January	**847,484**	637,422
Charge during the year	**171,439**	262,750
(Reversals) /adjustments during the year	**(159,334)**	(52,688)
Balance at 31 December	**859,589**	847,484

Note:

In the case of equity-type investments classified as fair value through equity and measured at fair value, a significant (where market value has declined by a minimum of 20%) or prolonged (where market value has declined for 9 months at least) decline in the fair value of an investment below its cost is considered in determining whether the investments are impaired.

At 31 December 2014 QAR '000s

13. INVESTMENT IN ASSOCIATES

	2014	2013
Balance at 1 January	**741,660**	875,311
Foreign currency translation and other movements	**12,203**	(8,261)
Investments acquired during the year	**180,878**	174,132
Share of results	**51,636**	6,181
Cash dividend	**(19,600)**	(9,000)
Associate sold	**-**	(3,039)
Associate transferred to subsidiary	**-**	(293,664)
Balance at 31 December	**966,777**	741,660

Name of the Company	Country of Incorporation	Company's Activities	Ownership % 2014	2013
Al Jazeera Finance Company (Q.P.S.C)	Qatar	Financing	**30.00%**	30.00%
Al Daman Islamic Insurance	Qatar	Insurance	**25.00%**	25.00%
Retaj Marketing and Project Management	Qatar	Real Estate	**20.00%**	20.00%
Retaj Hotels and Hospitality W.L.L	Qatar	Real Estate	**20.00%**	20.00%
Retaj Real Estate W.L.L.	Qatar	Real Estate	**20.00%**	20.00%
Retaj Hotels and Hospitality W.L.L Istanbul	Qatar	Real Estate	**20.00%**	20.00%
Panmure Gordon & Co. PLC	United Kingdom	Brokerage	**43.70%**	43.70%
Ambit Corporate Finance	India	Financial Service	**29.90%**	-
Asian Finance Bank	Malaysia	Banking	**60%**	50%

The financial position, revenue and result of associates based on its financial statements, as at and for the year ended 31 December 2014 and 2013 are as follows:

31 December 2014	Al Jazeera	Al Daman	Retaj	Panmure Gordon	Ambit Corporate Finance	Asian Finance Bank
Total assets	1,250,720	662,922	270,110	300,962	327,932	3,529,786
Total liabilities	355,612	412,442	120,039	113,616	125,862	2,988,831
Total revenue	149,788	14,572	310,491	172,082	51,575	48,336
Net profit	79,485	9,597	43,598	7,082	22,671	14,095
Share of profit	23,692	4,264	6,611	1,587	6,779	13,793

At 31 December 2014 QAR '000s

13 INVESTMENT IN ASSOCIATES (CONTINUED)

31 December 2013	Al Jazeera	Durat Al Doha	Al Daman	Retaj	Panmure Gordon	Arab Finance House	Asian Finance Bank	MIP/MIP-II
Total assets	2,542,046	535,808	206,471	393,992	3,216,679	-	3,345,537	-
Total liabilities	1,561,736	289,721	119,201	196,809	2,689,082	-	2,783,436	-
Total revenue	64,886	40,047	(15,665)	174,736	40,976	-	69,028	-
Net profit (loss)	18,755	4,212	(295)	1,585	(6,273)	-	(29,978)	-
Share of profit (loss)	5,626	3,541	(59)	(3,112)	(2,614)	2,799	(13,145)	652

Notes:

- Panmure Gordon & Co. PLC is listed on the Alternative Investment Market (AIM) in the UK. The closing share price of Panmure Gordon was QAR 0.74 as at 31 December 2014 (31 December 2013: QAR 0.96) having fair value of QAR 49 million. (31 December 2013: QAR 65 million). The other associate companies are not listed in any stock market.

- The financial statements for the four entities of Retaj have been presented together.

14. INVESTMENT PROPERTIES

	2014	2013
Balance at 1 January	**792,533**	774,232
Disposals	**(265,655)**	(271,334)
Addition	**765,760**	263,049
Changes in fair value	**(24,524)**	35,738
Exchange rate revaluation	**(38,716)**	(7,365)
Impairment	**-**	(1,787)
Net transfers from fixed assets (Note 16)	**(12,978)**	-
Balance at 31 December	**1,216,420**	792,533

Note:

The investment properties are held either to earn rental income or for capital appreciation.

15. ASSETS OF A SUBSIDIARY AND LIABILITIES DIRECTLY ASSOCIATED WITH SUCH ASSETS CLASSIFIED AS HELD FOR SALE

	2014	2013
Assets		
Cash and cash equivalents	**37,582**	8,354
Investment property	**-**	294,509
Other assets	**23,779**	270
Total assets	**61,361**	303,133
Liability		
Other liabilities	**18,688**	5,267
Total liability	**18,688**	5,267
Profit for the year	**1,999**	4,062

15. ASSETS OF A SUBSIDIARY AND LIABILITIES DIRECTLY ASSOCIATED WITH SUCH ASSETS CLASSIFIED AS HELD FOR SALE (CONTINUED)

Notes:

(i) During 2014, QInvest LLC has classified all the assets and liabilities of its 100% owned subsidiary "QWest S.A.S.", a limited liability company incorporated under the laws of France, as held for sale. QInvest's subsidiary 'QWest S.A.S.' owns equity investment in a company listed Stock Exchange of France. Significant restructuring was performed in the subsidiary during 2014 including recapitalization of its equity to meet the regulatory requirements and have it ready to sale. The Group intends to sell the subsidiary during 2015 hence the subsidiary has been classified as Held for Sale.

(ii) During the year 2013, QInvest LLC entered into a Murabaha agreement with Q Land Real Estate SPC (" Q land") that held the legal ownership of leased properties (the "properties"). Under the terms of a commodity Murabaha agreement (without transfer of the legal ownership of the properties), QInvest provided a financing of US$ 79.6 million (QAR 290 million) to Q Land. In addition to fixed return on Murabaha, QInvest was entitled to 100% of any additional proceeds from the properties. The Murabaha was secured by a mortgage over the properties and an assignment of the lease proceeds to QInvest. In addition and despite the fact that QInvest was not a direct or indirect shareholder in Q Land Real Estate SPC, it had been granted several controlling rights over Q Land Real Estate SPC under an irrevocable power of attorney granted in favor of QInvest for managing, disposing, renting etc. the properties and the Articles of Association of Q Land Real Estate SPC which prohibited Q Land Real Estate SPC from including, but not limited to, disposing of or providing mortgage over any of Q Land Real Estate SPC's assets, appointing and removing Q Land Real Estate SPC's directors, liquidating or dissolving Q Land Real Estate SPC, obtaining any loans from financial institutions and providing any covenants or security in this regard, etc. without the prior written approval of QInvest.

QInvest has considered all relevant facts and circumstances in assessing whether it has power over an investee and concluded that it had the right of variable returns arising from Q Land Real Estate SPC and had the ability to use its power to affect these returns. Therefore, Q Land Real Estate SPC was consolidated in QInvest's consolidated financial statements. Q Land Real Estate SPC was classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations in the consolidated financial statements of the Group.

During 2014, the properties of Q Land were sold at a profit. Accordingly, Murabaha of QInvest was repaid along with the fixed returns. Proceeds left in Q Land after repayment of all liabilities were paid to QInvest under the terms of the agreement as mentioned above.

At 31 December 2014 QAR '000s

16. FIXED ASSETS

	Land and buildings	IT equipments	Fixtures and fittings	Motor vehicles	Total
Cost:					
Balance at 1 January 2014	**376,273**	**140,204**	**205,369**	**6,729**	**728,575**
Additions	**80,646**	**8,522**	**22,341**	**63**	**111,572**
Net transfers to investment properties (Note 14)	**12,978**	**-**	**-**	**-**	**12,978**
Disposals	**-**	**(1,387)**	**(834)**	**(453)**	**(2,674)**
Balance at 31 December 2014	**469,897**	**147,339**	**226,876**	**6,339**	**850,451**
Balance at 1 January 2013	303,738	113,185	182,458	5,975	605,356
Additions	5,080	25,226	21,085	924	52,315
Acquisition of a subsidary	67,455	4,026	9,494	418	81,393
Disposals	-	(2,233)	(7,668)	(588)	(10,489)
Balance at 31 December 2013	376,273	140,204	205,369	6,729	728,575
Accumulated depreciation:					
Balance at 1 January 2014	**66,187**	**93,812**	**127,393**	**5,002**	**292,394**
Depreciation charged during the year	**6,291**	**19,314**	**25,832**	**432**	**51,869**
Disposals	**-**	**(1,336)**	**(707)**	**(453)**	**(2,496)**
Balance at 31 December 2014	**72,478**	**111,790**	**152,518**	**4,981**	**341,767**
Balance at 1 January 2013	49,839	72,749	100,681	4,721	227,990
Depreciation charged during the year	5,163	19,868	23,771	527	49,329
Acquisition of a subsidary	11,185	3,267	4,021	324	18,797
Disposals	-	(2,072)	(1,080)	(570)	(3,722)
Balance at 31 December 2013	66,187	93,812	127,393	5,002	292,394
Carrying amounts:					
Balance at 1 January 2013	253,899	40,436	81,777	1,254	377,366
Balance at 31 December 2013	310,086	46,392	77,976	1,727	436,181
Balance at 31 December 2014	**397,419**	**35,549**	**74,358**	**1,358**	**508,684**

At 31 December 2014 QAR '000s

17. INTANGIBLE ASSETS

	Goodwill	Trade marks	Software	Total
Balance at 1 January 2014	**252,178**	**691**	**65,950**	**318,819**
Additions	**870**	**237**	**22,404**	**23,511**
Amortisation during the year	**-**	**(257)**	**(21,462)**	**(21,719)**
Adjustments	**(14,022)**	**-**	**-**	**(14,022)**
Balance at 31 December 2014	**239,026**	**671**	**66,892**	**306,589**
Balance at 1 January 2013	216,056	900	32,863	249,819
Additions	36,122	-	45,461	81,583
Acquistion of a subsidary	-	-	1,283	1,283
Amortisation during the year	-	(209)	(13,657)	(13,866)
Balance at 31 December 2013	252,178	691	65,950	318,819

Note:

Goodwill computation: details on goodwill arising on acquisition are disclosed in Note 8 Business Combination.

Goodwill acquired through the step acquisition of QInvest L.L.C has been allocated to one CGU, which is the investment banking. An impairment testing of the goodwill was undertaken by management as at 31 December 2014. The recoverable amount of the investment in QInvest was determined using the sum of parts method. The sum of parts method requires valuing the different investments of the business separately and adding the values of the different investments of the business together, in the following manner:

a) Fair value of the fee generating businesses was determined using the discounted cash flow method (DCF)
b) Fair value of the following investment securities:

- Fair value through profit and loss was valued using the discounted future cash flows ("DCF")/market method
- Sukuk investment was valued using the market method
- Fair value through equity investments ("FVTE") was valued using the DCF/market method
- Net assets of subsidiaries held for sale was determined using the market method
- Investment in associate was valued using the DCF method

Key assumptions used in the valuation

- QInvest plans to grow its fee income over the next five years.
- QInvest plans to deploy capital from low yield short term to higher yielding investments.
- QInvest plans to continue with its success in real estate investments and growth in its asset management business.
- QInvest plans to earn income from churning of its FVTE listed equity portfolio during the forecast period.
- QInvest plans to fund its financial position growth through borrowings and partly through customer deposits.
- QInvest is planning on maintaining stability and controlling its cost base over the next five years.

Discount rate

The discount rate used in the valuation under the DCF method was determined using the weighted average cost of capital (WACC). The WACC is calculated by weighing the required returns on profit-bearing debt and common equity capital in proportion to their estimated percentages in an expected industry capital structure. The cost of equity was estimated using the capital assets pricing model (CAPM).

At 31 December 2014 QAR '000s

18. OTHER ASSETS

	2014	2013
Accrued profit	**288,206**	423,236
Work in progress (i)	**192,375**	190,487
Sundry debtors	**20,006**	62,356
Repossessed collateral (ii)	**63,226**	63,226
Deferred tax assets	**18,073**	93,100
Real estate investments of a subsidiary company	**-**	82
Prepayments and advances	**221,667**	79,198
Others (iii)	**2,742,661**	2,518,025
	3,546,214	3,429,710

Notes:

(i) Work in progress represents real estate projects under construction, branches and ATM locations under development and others.

(ii) This represents the net value of the property acquired in settlement of financing assets which is stated at its acquisition value less impairment allowance. The estimated market values of this property as at 31 December 2014 amounted to QAR 71 million (2013: QAR 71 million).

(iii) Others includes properties under development of a subsidiary company amounting to QAR 2,382,514 (2013: QAR 2,184,867).

19. DUE TO BANKS

	2014	2013
Wakala payable	**6,558,805**	4,619,643
Commodity Murabaha payable	**1,347,288**	104,664
Current accounts	**198,119**	1,767,710
Deferred cost	**-**	(1,314)
	8,104,212	6,490,703

20. CUSTOMERS' CURRENT ACCOUNTS

	2014	2013
Current accounts by sector:		
- Government	**201,434**	526,064
- Non-banking financial institutions	**231,299**	181,390
- Corporate	**6,189,807**	4,707,146
- Individuals	**8,502,333**	7,055,198
	15,124,873	12,469,798

At 31 December 2014 QAR '000s

21. SUKUK FINANCING

During 2010, through a Sharia'a compliant Sukuk Financing arrangement, and after getting the Sharia'a Board approval, the Bank raised a medium term, maturing on 7 October 2015, finance amounting to QAR 2,713 million net-off the related issuance cost of QAR 17 million to be amortized over its period of maturity (5 years). The Sukuks are listed in London Stock Exchange. The Sukuks bear a fixed profit rate of 3.856% payable to the investors on a semi-annual basis.

Additionally, during 2012, and as part of a Sharia' approved programme to issue QAR 5,460 million Sukuks through a special purpose entity ("QIB Sukuk Ltd"), QAR 2,730 million Sukuks were issued on behalf of the Bank with total issuance cost of QAR 10 million. The Sukuk were issued at an annual fixed profit rate of 2.5% paid semi-annually with a tenor of 5 years maturing in October 2017. The Sukuks are listed in the Irish Stock Exchange. The Sukuks were issued on a capacity of assets' backed Sukuk.

The terms of the two above sukuks' arrangement include transfer of certain identified assets including original leased and Musharaka assets and Sharia'a compliant authorised investments of the Group to QIB Sukuk Funding Limited and QIB Sukuk Ltd, both are subsidiaries of the Group.

The Group controls the assets which will continue to be serviced by the Bank. Upon maturity of the Sukuks, the Bank has undertaken to repurchase the assets at the same issuance price.

The details of financing assets backing the Sukuk as at 31 December are as follows:

At 31 December	**2014**	2013
Murabaha	**3,207,418**	3,111,851
Ijarah	**4,023,048**	4,595,045
Total financing assets to the Sukuk	**7,230,466**	7,706,896

At 31 December 2014 QAR '000s

22. OTHER LIABILITIES

	Note	2014	2013
Accrued expenses		**149,338**	172,072
Manager cheques		**206,390**	241,886
Customers advances		**57,823**	93,560
Employees' end of service benefits	(i)	**101,639**	91,986
Naps and visa settlements		**114,138**	97,886
Cash margins		**224,679**	99,882
Accrued profit to Sukuk holders		**40,504**	40,504
Contribution to Social and Sports fund		**40,571**	33,385
Dividend payable		**16,026**	27,005
Clearing cheques		**4,253**	7,844
Pension fund		**338**	650
Others		**801,101**	471,870
		1,756,800	1,378,530

Note:

(i) Movement in employees' end of service benefits is as follows:

	2014	2013
Balance at 1 January	**91,986**	90,906
Charge for the year (Note 30)	**30,541**	23,853
Payments made during the year	**(20,888)**	(22,773)
Balance at 31 December	**101,639**	91,986

At 31 December 2014 QAR '000s

23. EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS

	2014	2013
Unrestricted investment account holders balance before share of profit	**51,225,111**	37,753,249
Add: Profits for unrestricted investment account holders for the year (a)	**564,262**	448,790
Less: Profit paid during the year	**(314,954)**	(326,949)
Total unrestricted investment account holders balance after share of profit and before share of fair value reserve (b)	**51,474,419**	37,875,090

By type:	**2014**	2013
Term accounts	**38,182,379**	23,528,577
Saving accounts	**10,299,195**	9,798,684
Call accounts	**2,992,845**	4,547,829
Total (b)	**51,474,419**	37,875,090

By sector:		
Retail	**18,524,559**	17,040,004
Corporate	**12,038,298**	10,872,765
Non-banking financial institution	**11,517,521**	4,316,032
Government	**7,855,306**	5,625,668
Banks	**1,538,735**	20,621
Total (b)	**51,474,419**	37,875,090

	2014	2013
Total unrestricted investment account holders balance after share of profit and before share of fair value reserve (b)	**51,474,419**	37,875,090
Share in fair value reserve	**5,570**	18,119
Total unrestricted investment account holders balance	**51,479,989**	37,893,209

	2014	2013
Share of unrestricted investment account holders' of the profit for the year	**1,061,492**	809,176
Less: Mudarib share	**(497,230)**	(360,386)
Total profit distributed to investment account holders for the year (a)	**564,262**	448,790

At 31 December 2014 QAR '000s

24. EQUITY

(a) Share capital

	2014	2013
At 1 January	**2,362,932**	2,362,932
At 31 December	**2,362,932**	2,362,932

At 31 December 2014 the authorised and issued share capital comprised of 236 million ordinary shares (2013: 236 million ordinary shares), having a par value of QAR 10 per share.

The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders meetings of the Bank.

(b) Legal reserve

In accordance with QCB Law No. 13 of 2013 as amended, 10% of net profit attributable to the owners of the Bank for the year is required to be transferred to the reserve until the legal reserve equals 100% of the paid up share capital. This reserve is not available for distribution except in circumstances specified in Qatar Commercial Companies Law No. 5 of 2002 and after QCB approval. No appropriation was made in the current year as the legal reserve equal more than 100% of the paid up share capital.

(c) Risk reserve

In accordance with QCB regulations, a risk reserve should be created to cover contingencies on both the public and private sector financing assets, with a minimum requirement of 2.5 % of the total private sector exposure granted by the Group inside and outside Qatar after the exclusion of the specific provisions and profit in suspense. The finance provided to / or secured by the Ministry of Finance – Qatar or finance against cash guarantees is excluded from the gross direct finance. The total amount transferred to the risk reserve amounted to QAR 284.6 million (2013: QAR 321.3 million).

(d) General reserve

In accordance with the Articles of Association of the Bank, the General Assembly may transfer a portion of the net profits to the general reserve which could be based on the General Assembly Resolution as per recommendation from Board of Directors and after the approval from Qatar Central Bank.

At 31 December 2014 QAR '000s

24. EQUITY (CONTINUED)

(e) Fair value reserve

2014	**Net movement during the year**
Opening balance	**94,896**
Investments carried as fair value through equity:	
Movement in fair value through fair value reserve	**28,397**
Plus: Share of equity of unrestricted investment account holders	**19,066**
Revaluation of investment properties:	
Movement in investment property fair value	**(24,524)**
Less: Share of equity to unrestricted investment account holders	**(24,636)**
	93,199

2013	Net movement during the year
Opening balance	86,074
Investments carried as fair value through equity:	
Movement in fair value through fair value reserve	(8,797)
Plus: Share of equity of unrestricted investment account holders	6,008
Revaluation of investment properties:	
Movement in investment property fair value	35,738
Less: Share of equity to unrestricted investment account holders	(24,127)
	94,896

(f) Foreign currency translation reserve

The foreign currency translation reserve comprises all foreign exchange differences arising from the translation of the financial statements of foreign operations as well as from the translation of liabilities and gains and losses on risk management instruments that hedge the Group's net investment in foreign operations.

(g) Other reserves

Other reserves represent the Group's share in the undistributed profit from investments in associate companies after deducting the received dividends. During the year QAR 4.8 million was transferred to other reserves from retained earnings (2013: QAR 77 million was transferred from other reserves to retained earnings).

(h) Proposed cash dividends

The Board of Directors has proposed a cash dividend of 42.5% of the paid up share capital amounting to QAR 1,004 million – QAR 4.25 per share (2013: 40% of paid up share capital amounting to QAR 945 million – QAR 4 per share) which is subject to approval at the Annual General Meeting of the shareholders of the Bank.

25. NON-CONTROLLING INTERESTS

This represents the Group's non-controlling interests in QInvest LLC, QIB (UK), Aqar Real Estate Development & Investment, Arab Finance House and Durat Al Doha Real Estate Investment & Development Company.

At 31 December 2014 QAR '000s

26. NET INCOME FROM FINANCING ACTIVITIES

	2014	2013
Murabaha	**1,084,368**	838,311
Musawama	**771,780**	661,208
Ijarah Muntahia Bittamleek	**528,023**	415,105
Istisna'a	**39,382**	66,432
Mudaraba	**17,797**	14,562
Others	**2,917**	7,583
	2,444,267	2,003,201

27. NET INCOME FROM INVESTING ACTIVITIES

	2014	2013
Income from investment in debt-type instruments	**445,396**	608,781
Net (loss) / gain on sale of equity-type investments	**(16,055)**	16,163
Net income of inter-bank placements with/from Islamic banks	**53,708**	4,106
Net gain on sale of debt-type investments	**11,465**	23,252
Net gain on sale of properties	**121,209**	90,112
Fair value gain on investment securities carried as fair value through income statement	**10,980**	17,854
Rental income from investment properties	**11,573**	14,157
Dividend income	**10,536**	26,454
	648,812	800,879

28. NET FEE AND COMMISSION INCOME

	2014	2013
Management fees	**82,031**	83,683
Fees on letters of credit and guarantees	**73,945**	57,304
Banking services fees	**183,794**	144,668
Advisory fees	**85,192**	23,065
Others	**54,943**	55,558
	479,905	364,278
Fee and commission expense	**(87,926)**	(75,734)
Net fee and commission income	**391,979**	288,544

29. NET FOREIGN EXCHANGE GAIN

	2014	2013
Dealing in foreign currencies	**26,874**	17,229
Revaluation of assets and liabilities	**45,690**	26,855
	72,564	44,084

At 31 December 2014 QAR '000s

30. STAFF COSTS

	2014	2013
Salaries and other beneifts	**498,362**	462,591
Staff pension fund costs	**6,321**	8,133
Staff indemnity costs (Note 22)	**30,541**	23,853
	535,224	494,577

31. OTHER EXPENSES

	2014	2013
Legal and professional fees	**29,084**	31,310
Rent	**44,029**	46,521
Service expenses	**51,477**	50,854
Board of Directors' remuneration	**18,000**	13,500
IT expenses	**40,068**	37,293
Advertising and marketing expenses	**26,205**	24,891
Communication and utilities	**36,264**	32,962
Subscription fees	**7,558**	5,102
Repairs and maintenance	**5,481**	5,319
Insurance costs	**3,350**	2,386
Other expenses	**49,554**	40,144
	311,070	290,282

32. TAX (EXPENSE) /CREDIT

	2014	2013
Current tax expense		
Current year	**(20,354)**	(14,008)
	(20,354)	(14,008)
Deferred tax expense		
Origination and reversal of temporary differences	**(18,654)**	24,727
Recognition of previously unrecognised tax losses	**-**	6,740
	(18,654)	31,467
Total tax (expense) / credit	**(39,008)**	17,459

At 31 December 2014 QAR '000s

33. CONTINGENT LIABILITIES AND COMMITMENTS

	2014	2013
a) Contingent liabilities		
Unutilised financing facilities	**6,456,492**	5,021,685
Acceptances	**533,329**	460,844
Guarantees	**8,640,208**	5,308,901
Letters of credit	**1,623,905**	1,188,790
	17,253,934	11,980,220
b) Commitments		
Investment commitment	**-**	163,800
Other risk management instruments	**8,498,951**	7,566,595
	8,498,951	7,730,395
Total	**25,752,885**	19,710,615

Unutilised financing facilities

Commitments to extend credit represent contractual commitments to make financings and revolving financing. The majority of these will expire in the next year. Since commitments may expire without being drawn upon, the total contractual amounts do not necessarily represent future cash requirements.

Acceptances, Guarantees and Letters of Credit

Acceptances, guarantees and letters of credit commit the Group to make payments on behalf of customers in case of a specific event. Guarantees and standby letters of credit carry the same credit risk as financing.

c) Lease commitments

Operating lease rentals are payable as follows:

	2014	2013
Within one year	**14,654**	5,688
After one year but not more than five years	**23,996**	53,797
More than five years	**104,852**	86,483
	143,502	145,968

At 31 December 2014 QAR '000s

34. CONCENTRATION OF ASSETS, LIABILITIES AND EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS

Geographical sector

Following is the concentration of assets, liabilities and equity of unrestricted investment account holders into geographical sectors regions:

2014	Qatar	Other GCC	Europe	North America	Others	Total
Assets						
Cash and balances with central banks	**4,748,754**	**-**	**-**	**-**	**184,720**	**4,933,474**
Due from banks	**3,908,879**	**3,807,300**	**324,076**	**5,568**	**885,195**	**8,931,018**
Financing assets	**56,287,095**	**1,264,550**	**1,328,577**	**-**	**801,309**	**59,681,531**
Investment securities	**12,808,365**	**1,086,710**	**1,124,948**	**196,382**	**737,991**	**15,954,396**
Investment in associates	**410,678**	**-**	**209,478**	**-**	**346,621**	**966,777**
Investment properties	**617,015**	**-**	**599,405**	**-**	**-**	**1,216,420**
Assets of a subsidiary held for sale	**-**	**-**	**61,361**	**-**	**-**	**61,361**
Fixed assets	**362,611**	**-**	**82,359**	**-**	**63,714**	**508,684**
Intangible assets	**303,308**	**316**	**1,218**	**-**	**1,747**	**306,589**
Other assets	**3,175,306**	**101,360**	**88,461**	**4,565**	**176,522**	**3,546,214**
Total assets	**82,622,011**	**6,260,236**	**3,819,883**	**206,515**	**3,197,819**	**96,106,464**
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	**4,305,462**	**3,095,553**	**346,913**	**-**	**356,284**	**8,104,212**
Customers' current accounts	**14,949,160**	**972**	**12,341**	**-**	**162,400**	**15,124,873**
Sukuk financing	**5,450,236**	**-**	**-**	**-**	**-**	**5,450,236**
Liabilities of a subsidiary held for sale	**18,688**	**-**	**-**	**-**	**-**	**18,688**
Other liabilities	**1,431,335**	**41,729**	**51,232**	**-**	**232,504**	**1,756,800**
Total liabilities	**26,154,881**	**3,138,254**	**410,486**	**-**	**751,188**	**30,454,809**
Equity of unrestricted investment account holders	**49,556,000**	**702,364**	**703,794**	**14,292**	**503,539**	**51,479,989**
Total liabilities and equity of unrestricted investment account holders	**75,710,881**	**3,840,618**	**1,114,280**	**14,292**	**1,254,727**	**81,934,798**

At 31 December 2014 QAR '000s

34. CONCENTRATION OF ASSETS, LIABILITIES AND EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS (CONTINUED)

Geographical sector (continued)

2013	Qatar	Other GCC	Europe	North America	Others	Total
Assets						
Cash and balances with central banks	2,879,595	-	6	-	113,161	2,992,762
Due from banks	1,463,029	2,545,194	311,715	89,989	1,938,212	6,348,139
Financing assets	44,355,222	868,780	792,087	182,000	941,377	47,139,466
Investment securities	11,875,746	938,042	1,121,961	279,505	636,587	14,851,841
Investment in associates	376,331	-	94,435	-	270,894	741,660
Investment properties	179,874	-	612,659	-	-	792,533
Assets of a subsidiary held for sale	303,133	-	-	-	-	303,133
Fixed assets	367,314	349	2,210	-	66,308	436,181
Intangible assets	314,441	589	229	-	3,560	318,819
Other assets	3,103,018	74,052	187,282	1,453	63,905	3,429,710
Total assets	65,217,703	4,427,006	3,122,584	552,947	4,034,004	77,354,244

Liabilities and equity of unrestricted investment account holders

	Qatar	Other GCC	Europe	North America	Others	Total
Liabilities						
Due to banks	1,654,743	2,554,084	226,363	-	2,055,513	6,490,703
Customers' current accounts	12,281,567	5,171	13,932	64	169,064	12,469,798
Sukuk financing	5,444,077	-	-	-	-	5,444,077
Liabilities of a subsidiary held for sale	5,267	-	-	-	-	5,267
Other liabilities	1,074,378	96,237	46,543	-	161,372	1,378,530
Total liabilities	20,460,032	2,655,492	286,838	64	2,385,949	25,788,375
Equity of unrestricted investment account holders	34,254,013	2,888,071	411,919	5,508	333,698	37,893,209
Total liabilities and equity of unrestricted investment account holders	54,714,045	5,543,563	698,757	5,572	2,719,647	63,681,584

At 31 December 2014 QAR '000s

35. BASIC AND DILUTED EARNINGS PER SHARE

Earnings per share are calculated by dividing the net profit for the year attributable to the shareholders of the Bank by the weighted average number of ordinary shares outstanding during the year.

	2014	2013
Profit for the year attributable to the shareholders of the Bank	**1,601,432**	1,335,400
Weighted average number of outstanding shares	**236,293**	236,293
Earnings per share (QAR)	**6.78**	5.65

The weighted average number of shares have been calculated as follows:

	2014	2013
Weighted average number of shares at 1 January	**236,293**	236,293
Weighted average number of shares at 31 December	**236,293**	236,293

36. CASH AND CASH EQUIVALENTS

For the purpose of the consolidated statement of cash flows, cash and cash equivalents comprise the following balances with original maturities of less than three months:

	2014	2013
Cash and balances with central banks (excluding restricted QCB reserve account)	**1,944,933**	814,159
Due from banks	**7,248,018**	5,709,645
	9,192,951	6,523,804

At 31 December 2014 QAR '000s

37. RELATED PARTIES

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties include the major shareholders and entities over which the Group and the shareholders' exercise significant influence, directors and executive management of the Group.

The related party transactions and balances included in these consolidated financial statements are as follows:

	2014			2013		
	Associate companies	**Board of Directors**	**Others**	Associate Companies	Board of Directors	Others
Assets:						
Financing assets	**248,843**	**1,232,684**	**1,258,243**	312,457	356,188	93,571
Other assets	**-**	**-**	**74,466**	4	-	-
Liabilities:						
Other liabilities	**-**	**24,243**	**-**	-	-	-
Equity of unrestricted investment account holders	**18,101**	**370,679**	**-**	13,853	116,004	-
Off balance sheet items:						
Contingent liabilities, guarantees and other commitments	**-**	**126,412**	**58,901**	639	214,695	360,047
Consolidated statement of income items:						
Financing income	**9,761**	**24,654**	**2,673**	14,523	3,509	1,704
Profit paid on deposits	**209**	**1,463**	**-**	1,333	1,047	-
Others	**-**	**-**	**45,522**	-	-	746

Key management personnel compensation for the year comprised:

	2014	2013
Key management compensation	**59,043**	62,031

At 31 December 2014 QAR '000s

38 MATERIAL PARTLY-OWNED SUBSIDIARIES

Financial information of subsidiaries that have material non-controlling interests are provided below:

Proportion of equity interest held by non-controlling interests:

Name	Country of incorporation and operation	2014	2013
Q-Invest L.L.C	Qatar	**49.87%**	52.85%
Aqar Real Estate Investment and Development	Qatar	**51.00%**	51.00%
Durat Al-Doha Real Estate Investments	Qatar	**60.13%**	60.13%
QIB -UK	United Kingdom	**0.57%**	0.57%
Arab Finance House L.L.C	Lebanon	**0.007%**	0.007%

Accumulated balances of material non-controlling interest:

	2014	2013
Total non-controlling interest in all subsidiaries	**1,693,668**	1,812,946

Gain/ loss allocated to material non-controlling interest:

	2014	2013
Total non-controlling interest in all subsidiaries	**67,117**	(9,797)

The summarised financial information relating to the non-controlling interests in these subsidiaries are provided below:

Summarised financial information relating to the non-controlling interests in all subsidiaries:	2014	2013
Total assets	**3,246,808**	3,565,592
Total liabilities and unrestricted investment accountholders	**2,013,454**	1,752,665
Total revenue	**410,366**	141,943
Net gain / losses	**67,117**	(9,797)

Summarised cash flow information relating to non-controlling interests for year ending:

	2014	2013
Net cash used in operating activities	**(389,718)**	(40,045)
Net cash from (used in) investing activities	**202,615**	(47,440)
Net cash from (used in) financing activities	**213,859**	(111,717)
Net increase / (decrease) in cash and cash equivalents	**26,756**	(199,202)

39. ZAKAH

Zakah is directly borne by the shareholders. The Bank does not collect or pay Zakah on behalf of its shareholders in accordance with the Articles of Association.

40. SHARI'A SUPERVISORY BOARD

The Shari'a Supervisory Board of the Group consists of 3 scholars who are specialised in Shari'a principles and they ensure the Group's compliance with general Islamic principles and work in accordance with the issued Fatwas and guiding rules. The Board's review includes examining the evidence related to documents and procedures adopted by the Group in order to ensure that its activities are according to the principles of Islamic Shari'a.

41. SOCIAL AND SPORTS FUNDS APPROPRIATION

The Group discharges its social responsibilities through donations to charitable causes and organizations when profits are reported. The Group have created provisions during the year of 2014 by QAR 40 million (2013: QAR 33 million) which represents 2.5% of net profit as per law no.13 for year 2008 and explanatory notes issued for 2010.

42. COMPARATIVE FIGURES

The comparative figures presented for 2013 have been reclassified where necessary to preserve consistency with the 2014 figures. However, such reclassifications did not have any effect on the consolidated net profit or the total consolidated equity for the comparative year.

At 31 December 2014 QAR '000s

43. STATEMENT OF FINANCIAL POSITION OF THE PARENT BANK

As at 31 December	2014	2013
ASSETS		
Cash and balances with central banks	**4,748,753**	2,879,591
Due from banks	**7,980,124**	5,019,736
Financing assets	**59,967,538**	48,050,519
Investment securities	**17,153,542**	15,874,954
Investment in associates	**669,927**	568,335
Investment properties	**927,908**	529,484
Fixed assets	**350,345**	350,960
Intangible assets	**64,473**	60,924
Other assets	**666,569**	768,155
TOTAL ASSETS	**92,529,179**	74,102,658
LIABILITIES		
Due to banks	**8,073,932**	5,979,261
Customers' current accounts	**14,931,536**	12,306,675
Sukuk financing	**5,450,236**	5,444,077
Other liabilities	**1,192,649**	1,117,784
TOTAL LIABILITIES	**29,648,353**	24,847,797
EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS	**50,107,955**	37,064,387
SHAREHOLDERS' EQUITY		
Share capital	**2,362,932**	2,362,932
Legal reserve	**6,353,459**	6,353,459
Risk reserve	**1,369,247**	1,084,566
General reserve	**79,485**	79,485
Fair value reserve	**23,612**	19,904
Foreign currency translation reserve	**(18,838)**	(18,838)
Other reserves	**212,058**	212,058
Proposed cash dividends	**1,004,246**	945,172
Retained earnings	**1,386,670**	1,151,736
TOTAL SHAREHOLDERS' EQUITY	**12,772,871**	12,190,474
TOTAL LIABILITIES, EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS AND SHAREHOLDERS' EQUITY	**92,529,179**	74,102,658

At 31 December 2014 QAR '000s

44. STATEMENT OF INCOME OF THE PARENT BANK

For the year ended 31 December	2014	2013
Net income from financing activities	2,332,456	1,943,712
Net income from investing activities	481,400	750,246
Total net income from financing and investing activities	**2,813,856**	2,693,958
Fee and commission income	367,219	317,737
Fee and commission expense	(90,466)	(76,464)
Net fee and commission income	**276,753**	241,273
Net foreign exchange gain	64,563	49,791
Share of results of associates	42,916	9,353
Total income	**3,198,088**	2,994,375
Staff costs	(396,525)	(387,085)
Depreciation and amortization	(61,634)	(55,176)
Sukuk holder's share of profit	(173,519)	(173,519)
Other expenses	(231,359)	(219,942)
Total expenses	**(863,037)**	(835,722)
Net impairment loss on investment securities	(150,800)	(255,149)
Net impairment loss on financing assets	(87,163)	(45,085)
Other impairment losses	(578)	(8,793)
Profit for the year before return to unrestricted investment account holders	**2,096,510**	1,849,626
Return to unrestricted investment account holders before the Bank's share as Mudarib	(1,030,045)	(767,780)
Bank's share as Mudarib	497,430	360,386
Less: net return to unrestricted investment account holders	**(532,615)**	(407,394)
Profit for the year before tax	**1,563,895**	1,442,232
Profit for the year	**1,563,895**	1,442,232

Qatar Islamic Bank (S.A.Q)

Consolidated financial statements

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INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF QATAR ISLAMIC BANK (S.A.Q)

We have audited the accompanying consolidated financial statements of Qatar Islamic Bank S.A.Q. ("QIB" or the "Bank") and its subsidiaries (together referred to as the "Group") which comprise the consolidated statement of financial position as at 31 December 2013, consolidated statement of income, consolidated statement of changes in equity, consolidated statement of cash flows, consolidated statement of changes in restricted investment accounts and consolidated statement of sources and uses of charity fund for the year then ended, and a summary of significant accounting policies and other explanatory information. These consolidated financial statements and the Group's undertaking to operate in accordance with Islamic Shari'a Rules and Principles are the responsibility of the Group's Board of Directors. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

Basis of opinion

We conducted our audit in accordance with Auditing Standards for Islamic Financial Institutions issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("AAOIFI"). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as at 31 December 2013, the results of its operations, its cash flows, changes in equity, changes in restricted investment accounts, and source and uses of charity fund for the year then ended in accordance with the Financial Accounting Standards issued by AAOIFI.

Report on other legal and regulatory matters

We have obtained all the information and explanations which we considered necessary for the purpose of our audit. We further confirm that the financial information included in the Annual Report of the Board of Directors is in agreement with the books and records of the Group and that we are not aware of any contravention by the Bank of its Articles of Association, the Qatar Commercial Companies Law No. 5 of 2002 and the applicable provisions of Qatar Central Bank regulations and Law No 13 of 2012 during the financial year that would have materially affected the Group's activities or its financial position.

Ziad Nader
of Ernst & Young
Auditor's Registration No. 258

Date: 19 January 2014
Doha
State of Qatar

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

QAR '000s

As at 31 December	Notes	2013	2012
Assets			
Cash and balances with central banks	9	**2,992,762**	3,643,735
Due from banks	10	**6,348,139**	8,757,963
Financing assets	11	**47,139,466**	43,137,334
Investment securities	12	**14,851,841**	13,355,758
Investment in associates	13	**741,660**	875,311
Investment properties	14	**792,533**	774,232
Assets of a subsidiary held for sale	15	**303,133**	293,638
Fixed assets	16	**436,181**	377,366
Intangible assets	17	**318,819**	249,819
Other assets	18	**3,429,710**	1,726,906
Total assets		**77,354,244**	73,192,062
Liabilities, equity of unrestricted investment account holders and equity			
Liabilities			
Due to banks	19	**6,490,703**	10,371,518
Customers' current accounts	20	**12,469,798**	9,081,880
Sukuk financing	21	**5,444,077**	5,415,628
Liabilities of a subsidiary held for sale	15	**5,267**	205,182
Other liabilities	22	**1,378,530**	1,001,367
Total liabilities		**25,788,375**	26,075,575
Equity of unrestricted investment account holders	23	**37,893,209**	34,065,482
Equity			
Share capital	24(a)	**2,362,932**	2,362,932
Legal reserve	24(b)	**6,370,016**	6,370,016
Risk reserve	24(c)	**1,084,566**	763,213
General reserve	24(d)	**81,935**	81,935
Fair value reserve	24(e)	**94,896**	86,074
Foreign currency translation reserve	24(f)	**(49,974)**	(31,078)
Other reserves	24(g)	**212,058**	289,080
Proposed cash dividends	24(h)	**945,172**	886,100
Retained earnings		**758,113**	665,603
Total equity attributable to shareholders of the Bank		**11,859,714**	11,473,875
Non-controlling interests	25	**1,812,946**	1,577,130
Total equity		**13,672,660**	13,051,005
Total liabilities, equity of unrestricted investment account holders and equity		**77,354,244**	73,192,062

These consolidated financial statements were approved by the Board of Directors on 19 January 2014 and were signed on its behalf by:

Jassim Bin Hamad Bin Jassim Bin Jabor Al Thani
Chairman

Bassel Gamal
Group Chief Executive Officer

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF INCOME

QAR '000s

For the year ended 31 December	Notes	2013	2012
Net income from financing activities	26	**2,003,201**	2,081,360
Net income from investing activities	27	**800,879**	585,123
Total net income from financing and investing activities		**2,804,080**	2,666,483
Fee and commission income		**364,278**	472,533
Fee and commission expense		**(75,734)**	(55,369)
Net fee and commission income	28	**288,544**	417,164
Net foreign exchange gain	29	**44,084**	26,104
Share of results of associates	13	**6,181**	(15,930)
Other income		**1,331**	11,249
Total income		**3,144,220**	3,105,070
Staff costs	30	**(494,577)**	(484,317)
Depreciation and amortisation	16,17	**(63,195)**	(60,596)
Sukuk holders' share of profit		**(173,519)**	(129,782)
Other expenses	31	**(290,282)**	(297,563)
Total expenses		**(1,021,573)**	(972,258)
Net impairment losses on investment securities	12	**(262,750)**	(302,298)
Net impairment losses on financing assets	11	**(97,383)**	(188,256)
Other impairment losses		**(9,642)**	(11,379)
Net profit from continuing operations before tax		**1,752,872**	1,630,879
Discontinued operations			
Profit/(loss) from a subsidiary held for sale	15	**4,062**	(42,137)
Net profit for the year before return to unrestricted investment account holders and tax		**1,756,934**	1,588,742
Return to unrestricted investment account holders before the Bank's share as Mudarib		**(809,176)**	(888,767)
Bank's share as Mudarib		**360,386**	427,674
Net return to unrestricted investment account holders	23	**(448,790)**	(461,093)
Net profit for the year before tax		**1,308,144**	1,127,649
Tax expense (credit)	32	**17,459**	(1,958)
Net profit for the year		**1,325,603**	1,125,691
Net profit for the year attributable to:			
Shareholders of the Bank		**1,335,400**	1,241,445
Non-controlling interests	25	**(9,797)**	(115,754)
Net profit for the year		**1,325,603**	1,125,691
Earnings per share			
Basic earnings per share (QAR per share)	35	**5.65**	5.25
Diluted earnings per share (QAR per share)	35	**5.65**	5.25

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

QAR '000s

For the year ended 31 December 2013

	Share capital	Legal reserve	Risk reserve	General reserve	Fair value reserve	Foreign currency translation reserve	Other reserves	Proposed cash dividends	Retained earnings	Total equity attributable to the shareholders of the Bank	Non-controlling interests	Total equity
Balance at 1 January 2013	**2,362,932**	**6,370,016**	**763,213**	**81,935**	**86,074**	**(31,078)**	**289,080**	**886,100**	**665,603**	**11,473,875**	**1,577,130**	**13,051,005**
Change in foreign currency translation reserve	-	-	-	-		(18,896)	-	-	-	(18,896)	-	(18,896)
Fair value reserve movement	-	-	-	-	8,822	-	-	-	-	8,822	-	8,822
Net profit for the year	-	-	-	-		-	-	-	1,335,400	1,335,400	(9,797)	1,325,603
Total recognised income and expense for the year	**2,362,932**	**6,370,016**	**763,213**	**81,935**	**94,896**	**(49,974)**	**289,080**	**886,100**	**2,001,003**	**12,799,201**	**1,567,333**	**14,366,534**
Transfer from other reserves	-	-	-	-	-	-	(77,022)	-	77,022	-	-	-
Cash dividends paid to shareholders	-	-	-	-	-	-	-	(886,100)	-	(886,100)	-	(886,100)
Transfer to risk reserve	-	-	321,353	-	-	-	-		(321,353)	-	-	-
Proposed cash dividends	-	-	-	-	-	-	-	945,172	(945,172)	-	-	-
Social and Sports Fund appropriation	-	-	-	-	-	-	-	-	(33,385)	(33,385)	-	(33,385)
Gain on acquisition of non-controlling interests	-	-	-	-	-	-	-	-	(20,002)	(20,002)	-	(20,002)
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	245,613	245,613
Balance at 31 December 2013	**2,362,932**	**6,370,016**	**1,084,566**	**81,935**	**94,896**	**(49,974)**	**212,058**	**945,172**	**758,113**	**11,859,714**	**1,812,946**	**13,672,660**

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (CONTINUED)

QAR '000s

For the year ended 31 December 2013

	Share capital	Legal reserve	Risk reserve	General reserve	Fair value reserve	Foreign currency translation reserve	Other reserves	Proposed cash dividends	Retained earnings	Total equity attributable to the shareholders of the Bank	Non-controlling interests	Total equity
Balance at 1 January 2012	2,362,932	6,370,016	428,500	666,571	(30,514)	(38,856)	-	1,063,319	380,451	11,202,419	1,648,005	12,850,424
Change in foreign currency translation reserve	-	-	-	-	-	7,778	-	-	-	7,778	-	7,778
Fair value reserve movement	-	-	-	-	116,588	-	-	-	-	116,588	-	116,588
Net profit for the year	-	-	-	-	-	-	-	-	1,241,445	1,241,445	(115,754)	1,125,691
Total recognised income and expense for the year	2,362,932	6,370,016	428,500	666,571	86,074	(31,078)	-	1,063,319	1,621,896	12,568,230	1,532,251	14,100,481
Transfers from General Reserve	-	-	-	(584,636)	-	-	129,495	-	455,141	-	-	-
Transfer to other reserves	-	-	-	-	-	-	159,585	-	(159,585)	-	-	-
Cash dividends paid to shareholders	-	-	-	-	-	-	-	(1,063,319)	-	(1,063,319)	-	(1,063,319)
Transfer to risk reserve	-	-	334,713	-	-	-	-	-	(334,713)	-	-	-
Proposed cash dividends	-	-	-	-	-	-	-	886,100	(886,100)	-	-	-
Social and Sports Fund appropriation	-	-	-	-	-	-	-	-	(31,036)	(31,036)	-	(31,036)
Movement in non-controlling interests	-	-	-	-	-	-	-	-	-	-	44,879	44,879
Balance at 31 December 2012	2,362,932	6,370,016	763,213	81,935	86,074	(31,078)	289,080	886,100	665,603	11,473,875	1,577,130	13,051,005

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

QAR '000s

For the year ended 31 December	Notes	2013	2012
Cash flows from operating activities			
Profit before tax from continuing operations		**1,304,082**	1,169,786
Profit /(loss) before tax from discontinued operations	15	**4,062**	(42,137)
Net profit before tax		**1,308,144**	1,127,649
Adjustments for:			
Net impairment losses on financing assets	11	**97,383**	188,256
Net impairment losses on investment securities	12	**262,750**	302,298
Other impairment losses		**9,642**	11,379
Depreciation and amortisation	16,17	**63,195**	60,596
Net gain on sale of investment securities		**(39,415)**	(59,651)
Dividend income	27	**(26,454)**	(37,155)
Share of results of associates	13	**(6,181)**	15,930
Sukuk amortisation		**28,449**	3,283
Loss from investment revaluation		**4,377**	7,666
Gain on disposal of investment property	27	**(90,112)**	-
Tax expense	32	**(17,459)**	1,958
Net loss on disposal of fixed assets		**6,766**	125
Profit before changes in operating assets and liabilities		**1,601,085**	1,622,334
Change in reserve account with QCB		**(251,744)**	(704,304)
Change in due from banks		**(406,515)**	(66,334)
Change in financing assets		**(4,099,515)**	(13,729,720)
Change in other assets		**(1,712,445)**	406,633
Change in due to banks		**(3,880,815)**	(2,970,744)
Change in customers' current accounts		**3,387,918**	(116,802)
Change in other liabilities		**383,758**	(282,467)
		(4,978,273)	(15,841,404)
Dividends received	27	**26,454**	37,155
Net cash used in operating activities		**(4,951,819)**	(15,804,249)
Cash flows from investing activities			
Acquisition of investment securities		**(2,529,869)**	(1,798,895)
Proceed from sale of investment securities		**1,118,211**	3,138,517
Acquisition of fixed assets and intangible assets		**(197,777)**	(69,780)
Net cash acquired with the subsidiary		**5**	-
Acquisition of associate companies	13	**(174,132)**	(10,671)
Proceed from sale of associate companies		**3,039**	3,112
Acquisition of investment properties	14	**(263,049)**	-
Proceed from sale of investment properties		**361,446**	-
Profit from investment properties revaluation		**(35,738)**	(81,172)
Dividends received from associate companies	13	**9,000**	9,000
Net cash (used in) from investing activities		**(1,708,864)**	1,190,111
Cash flows from financing activities			
Change in equity of unrestricted investment accountholders		**3,827,727**	15,411,645
Proceeds from sukuk financing		**-**	2,705,962
Transaction cost on issuance of Sukuk		**-**	(10,308)
Cash dividends paid to shareholders		**(886,100)**	(1,063,319)
Net cash from financing activities		**2,941,627**	17,043,980
Net (decrease) increase in cash and cash equivalents		**(3,719,056)**	2,429,842
Cash and cash equivalents at 1 January		**10,242,860**	7,813,018
Cash and cash equivalents at 31 December	36	**6,523,804**	10,242,860

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS

QAR '000s

For the year ended 31 December 2013

Investment	At 1 January 2013	*Movements during the year* Investment (withdrawals)	Revaluation	Gross (loss) income	Admin expense	Group's fee as an agent	At 31 December 2013
Fleet Street Financing 1 Limited	559,424	(559,030)	-	-	(285)	(109)	-
Qatar Equity	120,757	(117,015)	-	(3,742)	-	-	-
Discretionary Portfolio Management	69,351	(49,709)	3,614	(2,815)	-	(14)	20,427
John Spiers	9,744	67	1,544	-	-	(135)	11,220
Wise Capital	5,501	-	(214)	-	-	-	5,287
BLME Sub.	19,489	333	2,889	-	-	(270)	22,441
Eden Rock	10,089	(11,821)	1,891	-	-	(159)	-
ABC Sub.	20,559	(319)	319	-	-	-	20,559
Asian Finance Bank	105,560	(32,760)	-	-	-	-	72,800
Solidarity Group Holding B.S.C	4,441	(3,021)	-	-	-	-	1,420
Rayyan	-	2,194	-	-	-	-	2,194
Danat	-	3,567	-	-	-	-	3,567
Edward Hotel	-	20,607	54	-	-	-	20,661
Marsa Al Seef	135,590	(19,438)	-	-	-	-	116,152
QIB-UK	8,811	(8,825)	14	-	-	-	-
QInvest GCC Basket Trust Certificates	-	18,382	132	304	-	(182)	18,636
	1,069,316	(756,788)	10,243	(6,253)	(285)	(869)	315,364

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN RESTRICTED INVESTMENT ACCOUNTS (CONTINUED)

QAR '000s

For the year ended 31 December 2013

Investment	At 1 January 2012	Movements during the year: Investment (withdrawals)	Revaluation	Gross income (loss)	Dividends paid	Admin expense	Group's fee as an agent	At 31 December 2012
Fleet Street Financing 1 Limited	-	605,951	-	33,898	(50,548)	(7,045)	(22,832)	559,424
Qatar Equity	116,954	-	-	3,803	-	-	-	120,757
Discretionary Portfolio Management	163,570	(109,356)	5,724	10,219	-	-	(806)	69,351
John Spiers	-	8,811	1,042	-	-	-	(109)	9,744
Wise Capital	-	6,496	268	(1,263)	-	-	-	5,501
BLME Sub.	-	17,622	2,083	-	-	-	(216)	19,489
Eden Rock	-	8,889	1,332	-	-	-	(132)	10,089
ABC Sub.	-	20,559	-	-	-	-	-	20,559
Asian Finance Bank	105,560	-	-	-	-	-	-	105,560
Solidarity Group Holding B.S.C	4,441	-	-	-	-	-	-	4,441
Marsa Al Seef	135,590	-	-	-	-	-	-	135,590
QIB-UK	-	8,811	-	-	-	-	-	8,811
	526,115	567,783	10,449	46,657	(50,548)	(7,045)	(24,095)	1,069,316

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENT OF SOURCES AND USES OF CHARITY FUND **QAR '000s**

For the year ended 31 December

	2013	2012
Source of charity fund		
Earnings prohibited by Sharia'a	**378**	1,000
Use of charity fund		
Researches, donations and other uses	**3,042**	(1,000)
Undistributed charity funds at 31 December	**3,414**	**-**

The attached notes from 1 to 44 form an integral part of these consolidated financial statements.

At 31 December 2013 QAR '000s

1 REPORTING ENTITY

Qatar Islamic Bank S.A.Q ("QIB" or "the Bank") is an entity domiciled in the State of Qatar and was incorporated on 8 July 1982 as Qatari shareholding company under Emiri Decree no. 45 of 1982. The commercial registration number of the Bank is 8338. The address of the Bank's registered office is Doha, state of Qatar, P.O. Box 559. The consolidated financial statements of the Bank for the year ended 31 December 2013 comprise the financial statements of the Bank and its subsidiaries (together referred to as "the Group" and individually as ("Group entities"). The Bank is primarily involved in corporate, retail and investment banking, and has 32 branches in Qatar and one branch in Sudan. The Parent Company of the Group is Qatar Islamic Bank (S.A.Q). The Bank's shares are listed for trading on the Qatar Exchange.

The consolidated financial statements of the Group for the year ended 31 December 2013 were authorised for issue in accordance with a resolution of the Board of Directors on 19 January 2014.

The principal subsidiaries of the Group are as follows:

	Country of Incorportaion	*Principal Business Activity*	*Effective Percentage of Ownership* ***2013***	*2012*
Arab Finance House (i)	Lebanon	Banking	**99.99%**	37.00%
Durat Al Doha Real Estate Investment and Development W.L.L (ii)	Qatar	Investment in real estates	**39.87%**	39.87%
QIB Sukuk Ltd (iii)	Cayman Islands	Sukuk issuance	**-**	-
Aqar Real Estate Development and Investment Company ("Aqar") (iv)	Qatar	Investment in real estates	**49%**	49%
QIB (UK)	United Kingdom	Investment banking	**99.43%**	70%
QIB Sukuk Funding Limited	Qatar	Financing company	**100%**	100%
QInvest LLC (v)	Qatar	Investment banking	**47.15%**	46.96%
Verdi Luxembourg SARL (vi)	Luxembourg	Investment in real estates	**47.15%**	46.96%
Q West (vi)	France	Equity investments	**47.15%**	46.96%
Q Invest Saudi Arabia (vi)	Saudi Arabia	Investment holding company	**47.15%**	46.96%
Q Business Services (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
Q Liquidity Limited (vi)	Cayman Islands	Placements	**47.15%**	46.96%
Q Saudi Alpha (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%

At 31 December 2013 QAR '000s

1 REPORTING ENTITY (CONTINUED)

	Country of Incorportaion	*Principal Business Activity*	*Effective Percentage of Ownership* ***2013***	*2012*
Q Saudi Beta (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
Q Saudi Gamma (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
QInvest Holding Mauritius (vi)	Mauritius	Investment holding company	**47.15%**	46.96%
QInvest Luxembourg SARL (vi)	Luxembourg	Investments	**47.15%**	46.96%
QInvest Partners LLC (vi)	Qatar (QFC)	Investment holding company	**47.15%**	46.96%
QWMB Investment WLL (vi)	Bahrain	Investment holding company	**46.91%**	46.73%
Q Equity (vi)	Cayman Islands	Equity investments	**47.15%**	46.96%
Q Green (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
Q Exhibit (vi)	Mauritius	Investment holding company	**47.15%**	46.96%
Q Learn (vi)	Mauritius	Investment holding company	**47.15%**	46.96%
Fleet Street Financing 1 Limited (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
QI St Edmund's Terrace Limited (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
St. Edmund's Terrace GP Limited (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
SET Investment Management Limited (vi)	Cayman Islands	Investment holding company	**47.15%**	46.96%
Inner Mauritius Investments Limited (vi)	Mauritius	Investment holding company	**47.15%**	0%
Asian Finance Initiative Corporation (vi)	Cayman Islands	Providing Murabaha facilities	**47.15%**	0%

Notes:

i) Effective from 1 December 2013 the Bank acquired an additional 62.99% of the share capital of Arab Finance House, which is since being reported as a subsidiary.

ii) Effective from 1 January 2013, the Group has obtained control to govern the financial and operating policies of its previous associate through management agreement with other shareholders in the Company.

iii) QIB Sukuk Ltd, was incorporated in the Cayman Islands as an exempted company with limited liability for the sole purpose of Sukuk issuance for the benefit of QIB.

iv) The Bank has the power to cast majority of the votes in the Board of Directors meetings of Aqar by virtue of representing highest number of members in the Board.

v) As per the Articles of Association of QInvest, the Bank has the power to appoint 8 members of the Board of Directors out of 8 members.

vi) The Group has the power to control these entities, indirectly through QInvest LLC and accordingly these entities have been considered as subsidiaries of the Group.

2 BASIS OF PREPARATION

(a) Statement of compliance

The consolidated financial statements have been prepared in accordance with Financial Accounting Standards ("FAS") issued by the Accounting and Auditing Organisation for Islamic Financial Institutions ("AAOIFI"), the Islamic Shari'a Rules and Principles as determined by the Shari'a Supervisory Board of the Group, the applicable provisions of Qatar Central Bank ("QCB") regulations and the applicable provisions of the Qatar Commercial Company's Law No. 5 of 2002. In line with the requirements of AAOIFI, for matters that are not covered by FAS, the Group uses guidance from the relevant International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

(b) Basis of measurement

The consolidated financial statements have been prepared on the historical cost basis except for investment securities classified as "Investments at fair value through equity", "Investments at fair value through income statement", "derivative financial instruments" and investment properties held for rental or capital appreciation that have been measured at fair value.

(c) Functional and presentation currency

These consolidated financial statements are presented in Qatari Riyals ("QAR"), which is the Bank's functional and presentational currency. Except as otherwise indicated, financial information presented in QAR has been rounded to the nearest thousands.

(d) Use of estimates and judgments

The preparation of the consolidated financial statements in conformity with FAS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

Information about significant areas of estimation uncertainty and critical judgments in applying accounting policies that have the most significant effect on the amounts recognised in the consolidated financial statements are described in note 5.

3 SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements, and have been applied consistently by Group entities.

(a) Basis of consolidation

(i) Business combinations

Accounting for business combinations only applies if it is considered that a business has been acquired. Under IFRS 3, 'Business Combinations', a business is defined as an integrated set of activities and assets conducted and managed for the purpose of providing a return to investors or lower costs or other economic benefits directly and proportionately to policyholders or participants. A business generally consists of inputs, processes applied to those inputs, and resulting outputs that are, or will be, used to generate revenues. If goodwill is present in a transferred set of activities and assets, the transferred set is presumed to be a business.

For acquisitions meeting the definition of a business, the acquisition method of accounting is used as at the acquisition date, which is the date on which control is transferred to the Group.

The Group measures goodwill at the acquisition date as the total of:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the existing equity interest in the acquiree; less
- the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed.

When this total is negative, a bargain purchase gain is recognised immediately in the consolidated statement of income.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in consolidated statement of income.

Costs related to the acquisition, other than those associated with the issue of debt-type or equity securities, that the Group incurs in connection with a business combination are expensed as incurred.

Any contingent consideration payable is recognised at fair value at the acquisition date. If the contingent consideration is classified as equity, it is not re-measured and settlement is accounted for within equity. Otherwise, subsequent changes to the fair value of the contingent consideration are recognised in consolidated statement of income.

For acquisitions not meeting the definition of a business, the Group allocates the cost between the individual identifiable assets and liabilities. The cost of acquired assets and liabilities is determined by: (a) accounting for financial assets and liabilities at their fair value at the acquisition date; and (b) allocating the remaining balance of the cost of purchasing the assets and liabilities to the individual assets and liabilities, other than financial instruments, based on their relative fair values at the acquisition date.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities and is generally assumed when the Group holds, directly or indirectly, majority of the voting rights of the entity. In assessing control, the Group takes into consideration potential voting rights that currently are exercisable.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group.

(iii) Special purpose entities

Special purpose entities ("SPEs") are entities that are created to accomplish a narrow and well-defined objective such as the securitisation of particular assets, or the execution of a specific financing transaction. An SPE is consolidated if, based on an evaluation of the substance of its relationship with the Group and the SPE's risks and rewards, the Group concludes that it controls the SPE. The following circumstances may indicate a relationship in which, in substance, the Group controls and consequently consolidates an SPE:

- the activities of the SPE are being conducted on behalf of the Group according to its specific business needs so that the Group obtains benefits from the SPE's operation;
- the Group has the decision-making powers to obtain the majority of the benefits of the activities of the SPE or, by setting up an 'autopilot' mechanism, the Group has delegated these decision-making powers;
- the Group has rights to obtain the majority of the benefits of the SPE and therefore may be exposed to risks incident to the activities of the SPE;
- the Group retains the majority of the residual or ownership risks related to the SPE or its assets in order to obtain benefits from its activities.

The assessment of whether the Group has control over an SPE is carried out at inception and normally no further reassessment of control is carried out in the absence of changes in the structure or terms of the SPE, or additional transactions between the Group and the SPE. Day-to-day changes in market conditions normally do not lead to a reassessment of control. However, sometimes changes in market conditions may alter the substance of the relationship between the Group and the SPE and in such instances the Group determines whether the change warrants a reassessment of control based on the specific facts and circumstances. Where the Group's voluntary actions, such as financing amounts in excess of existing liquidity facilities or extending terms beyond those established originally, change the relationship between the Group and an SPE, the Group performs a reassessment of control over the SPE.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(iv) Loss of control

Upon the loss of control, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising on the loss of control is recognised in the consolidated statement of income. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost. Subsequently it is accounted for as an equity-accounted investee or in accordance with the Group's accounting policy for financial instruments depending on the level of influence retained.

(v) Non-controlling interests

Interests in the equity of subsidiaries not attributable to the Parent are reported in the consolidated statement of financial position in shareholders' equity. Profits or losses attributable to non-controlling interests are reported in the consolidated statement of income as income attributable to non-controlling interests. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

When the Group fully or partially disposes the subsidiary entity, the difference between the carrying amount of the investment in that entity as at disposal date, and the disposal proceeds, is recognised in the consolidated statement of income. Furthermore, the corresponding goodwill is deregonised proportionately from the Group's consolidated financial statements.

When the Group ceases to have control or significant influence, any retained interest in the entity is remeasured to its fair value, with the change in carrying amount recognised in consolidated statement of income. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognised in equity in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognised in equity are reclassified to consolidated statement of income.

If the ownership interest in an associate is reduced but significant influence is retained, only a proportionate share of the amounts previously recognised in equity is reclassified to the consolidated statement of income where appropriate.

(vi) Transactions eliminated on consolidation

Intra-group balances, income and expenses (except for foreign currency transaction gains or losses) arising from intra-group transactions, are eliminated in preparing the consolidated financial statements. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

(vii) Associates

Associates are entities over which the Group has significant influence but not control, generally accompanying a shareholding of between 20% and 50% of the voting rights.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(vii) Associates (continued)

Investments in associates are accounted for by the equity method of accounting and are initially recognised at cost (including transaction costs directly related to acquisition of investment in associate). The Group's investment in associates includes goodwill (net of any accumulated impairment loss) identified on acquisition.

The Group's share of its associates' post-acquisition profits or losses is recognised in the consolidated statement of income; its share of post-acquisition movements in reserve is recognised in equity. The cumulative post-acquisition movements are adjusted against the carrying amount of the investment. When the Group's share of losses in an associate equals or exceeds its interest in the associate, including any other unsecured receivables, the Group does not recognise further losses, unless it has incurred obligations or made payments on behalf of the associate.

The Group determines at each reporting date whether there is any objective evidence that the investment in associate is impaired. If this is the case the Group calculates the amount of impairment as being the difference between the fair value of the associate and the carrying value and recognises the amount in the consolidated statement of income.

Intergroup gains on transactions between the Group and its associates are eliminated to the extent of the Group's interest in the associates. Intragroup losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. For preparation of these consolidated financial statements, equal accounting policies for similar transactions and other events in similar circumstances are used. Dilution gains and losses in associates are recognised in the consolidated statement of income.

The Group's share of the results of associates is based on financial statements available up to a date not earlier than three months before the date of the consolidated statement of financial position, adjusted to conform to the accounting policies of the Group.

The accounting policies of associates have been changed where necessary to ensure consistency with policies adopted by the Group.

(viii) Joint ventures

Joint ventures are entities where the Group has a contractual arrangement with one or more parties to undertake activities typically, through entities that are subject to joint control.

The Group recognises interests in a jointly controlled entity using the equity method of accounting. The accounting policy given in Note 3(a) (vii) therefore applies for investments in joint ventures as well.

The Group's share of the results of joint ventures is based on financial statements available up to a date not earlier than three months before the date of the consolidated statement of financial position, adjusted to conform with the accounting policies of the Group. Intragroup gains on transactions are eliminated to the extent of the Group's interest in the investee. Intragroup losses are also eliminated unless the transaction provides evidence of impairment in the asset transferred.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(a) Basis of consolidation (continued)

(ix) Funds management

The Group manages and administers assets held in unit trusts and other investment vehicles on behalf of investors. The financial statements of these entities are not included in these consolidated financial statements except when the Group controls the entity.

(b) Foreign currency

(i) Foreign currency transactions and balances

Foreign currency transactions are denominated, or that require settlement in a foreign currency are translated into the respective functional currencies of the operations at the spot exchange rates at the transaction dates.

Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated into the functional currency at the spot exchange rate at that date. Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are retranslated into the functional currency at the spot exchange rate at the date that the fair value was determined. Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction.

Foreign currency differences resulting from the settlement of foreign currency transactions and arising on translation at period end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the consolidated statement of income.

(ii) Foreign operations

The results and financial position of all the Group's entities that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- assets and liabilities for each statement of financial position presented are translated at the closing rate at the reporting date;
- income and expenses for each income statement are translated at average exchange rates (unless this average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in this case income and expenses are translated at the dates of the transactions); and
- all resulting exchange differences are recognised in equity

Exchange differences arising from the above process are reported in shareholders' equity as 'foreign currency translation reserve'.

On consolidation, exchange differences arising from the translation of the net investment in foreign entities, and of borrowings and other currency instruments designated as hedges of such investments, are taken to 'equity'. When a foreign operation is disposed of, or partially disposed of, such exchange differences are recognised in the consolidated statement of income as part of the gain or loss on sale.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the spot closing rate.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(b) Foreign currency (continued)

(ii) Foreign operations (continued)

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of the net investment in the foreign operation and are recognised in owners' equity, and presented in the foreign exchange translation reserve in owners' equity.

(c) Investment securities

Investment securities comprise investments in debt-type and equity-type financial instruments.

(i) Classification

Debt-type instruments are investments that have terms that provide fixed or determinable payments of profits and capital. Equity-type instruments are investments that do not exhibit features of debt-type instruments and include instruments that evidence a residual interest in the assets of an entity after deducting all its liabilities.

Debt-type instruments

Investments in debt-type instruments are classified into the following categories: 1) at amortised cost or 2) at fair value through statement of income.

A debt-type investment is classified and measured at amortised cost only if the instrument is managed on a contractual yield basis or the instrument is not held for trading and has not been designated at fair value through the income statement.

Debt-type investments classified and measured at fair value through income statement include investments held for trading or designated at fair value through income statement. At inception, a debt-type investment managed on a contractual yield basis can only be designated at fair value through income statement if it eliminates an accounting mismatch that would otherwise arise on measuring the assets or liabilities or recognising the gains or losses on them on different bases.

Equity-type instruments

Investments in equity type instruments are classified into the following categories: 1) at fair value through income statement or 2) at fair value through equity.

Equity-type investments classified and measured at fair value through income statement include investments held for trading or designated at fair value through income statement.

An investment is classified as held for trading if acquired or originated principally for the purpose of generating a profit from short-term fluctuations in price or dealer's margin. Any investments that form part of a portfolio where there is an actual pattern of short-term profit taking are also classified as 'held for trading'.

Equity-type investments designated at fair value through income statement include investments which are managed and evaluated internally for performance on a fair value basis.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(c) Investment securities (continued)

(i) Classification (continued)

On initial recognition, the Group makes an irrevocable election to designate certain equity instruments that are not designated at fair value through income statement to be classified as investments at fair value through equity.

(ii) Recognition and derecognition

Investment securities are recognised at the trade date i.e. the date that the Group contracts to purchase or sell the asset, at which date the Group becomes party to the contractual provisions of the instrument. Investment securities are derecognised when the rights to receive cash flows from the financial assets have expired or where the Group has transferred substantially all risk and rewards of ownership.

(iii) Measurement

Initial recognition

Investment securities are initially recognised at fair value plus transaction costs, except for transaction costs incurred to acquire investments at fair value through income statement which are charged to consolidated statement of income.

Subsequent measurement

Investments at fair value through income statement are remeasured at fair value at the end of each reporting period and the resultant remeasurement gains or losses is recognised in the consolidated statement of income in the period in which they arise. Subsequent to initial recognition, investments classified at amortised cost are measured at amortised cost using the effective profit method less any impairment allowance. All gains or losses arising from the amoritisation process and those arising on de-recognition or impairment of the investments, are recognised in the consolidated statement of income.

Investments at fair value through equity are remeasured at their fair values at the end of each reporting period and the resultant gain or loss, arising from a change in the fair value of investments are recognised in the consolidated statement of changes in equity and presented in a separate fair value reserve within equity. When the investments classified as fair value through equity are sold, impaired, collected or otherwise disposed of, the cumulative gain or loss previously recognised in the consolidated statement of changes in equity is transferred to the consolidated statement of income.

Investments which do not have a quoted market price or other appropriate methods from which to derive a reliable measure of fair value when on a continuous basis cannot be determined, are stated at cost less impairment allowance, (if any).

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(c) Investment securities (continued)

(iv) Measurement principles

Amortised cost measurement
The amortised cost of a financial asset or liability is the amount at which the financial asset or liability is measured at initial recognition, minus capital repayments, plus or minus the cumulative amortisation using the effective profit method of any difference between the initial amount recognised and the maturity amount, minus any reduction for impairment. The calculation of the effective profit rate includes all fees and points paid or received that are an integral part of the effective profit rate.

Fair value measurement
Fair value is the amount for which an asset could be exchanged or an obligation settled between well informed and willing parties (seller and buyer) in an arm's length transaction. The Group measures the fair value of quoted investments using the market bid price for that instrument at the close of business on the consolidated statement of financial position date. For investment where there is no quoted market price, a reasonable estimate of the fair value is determined by reference to the current market value of another instrument, which is substantially the same or is based on the assessment of future cash flows. The cash equivalent values are determined by the Group by discounting future cash flows at current profit rates for contracts with similar term and risk characteristics.

(d) Financing assets
Financing assets comprise Shari'a compliant financing provided by the Group with fixed or determinable payments. These include financing provided through Murabaha, Mudaraba, Musharaka, Musawama, Ijarah, Istisna'a, Wakala and other modes of Islamic financing. Financing assets are stated at their amortised cost less impairment allowances (if any).

Murabaha and Musawama
Murabaha and Musawama receivables are sales on deferred terms. The Group arranges a Murabaha and Musawama transaction by buying a commodity (which represents the object of the Murabaha) and selling it to the Murabeh (a beneficiary) at a margin of profit over cost. The sales price (cost plus the profit margin) is repaid in installments by the Murabeh over the agreed period. Murabaha and Musawama receivables are stated net of deferred profits and impairment allowance (if any).

Based on QCB instructions, The Group applies the rule of binding the purchase orderer to its promise in the Murabaha sale, and not enters into any Murabaha transaction in which the purchase orderer does not undertake to accept the goods if they meet the specifications.

Mudaraba
Mudaraba financing are partnerships in which the Group contributes the capital. These contracts are stated at fair value of consideration given less impairment allowance (if any).

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(d) Financing assets (continued)

Musharaka
Musharaka financing are partnerships in which the Group contributes the capital. These contracts are stated at fair value of consideration given less impairment allowance (if any).

Ijarah
Ijarah receivables arise from financing structures when the purchase and immediate lease of an asset are at cost plus an agreed profit (in total forming fair value). The amount is settled on a deferred payment basis. Ijarah receivables are carried at the aggregate of the minimum lease payments, less deferred income (in total forming amortised cost) and impairment allowance (if any).

Istisna'a
Istisna'a is a sales contract in which the Group acts as 'al-sani' (a seller) with an 'al-mustasni' (a purchaser) and undertakes to manufacture or otherwise acquire a product based on the specification received from the purchaser, for an agreed upon price.

Wakala
Wakala contracts represent agency agreements between two parties. One party, the provider of funds (Muwakkil) appoints the other party as an agent (Wakeel) with respect to the investment of the Muwakkil funds in a Shari'a compliant transaction. The Wakeel uses the funds based on the nature of the contract and offer an anticipated return to the Muwakkil. Wakala contracts are stated at amortised cost.

(e) Other financial assets and liabilities

(i) Recognition and initial measurement
The Group initially recognises due from banks, financing assets, customers' current accounts, due to banks, Sukuk financing and certain other assets and other liabilities on the date at which they are originated. All other financial assets and liabilities are initially recognised on the settlement date at which the Group becomes a party to the contractual provisions of the instrument.

A financial asset or financial liability is measured initially at fair value plus, for an item not at fair value through income statement, transaction costs that are directly attributable to its acquisition or issue.

After initial measurement, other financial assets and liabilities are subsequently measured at amortised cost using the effective profit rate method net of any amounts written off and provision for impairment.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(e) Other financial assets and liabilities (continued)

(ii) De-recognition of financial assets and financial liabilities

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or when it transfers the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all the risks and rewards of ownership and it does not retain control of the financial asset. Any interest in transferred financial assets that qualify for derecognition that is created or retained by the Group is recognised as a separate asset or liability in the consolidated statement of financial position. On derecognition of a financial asset, the difference between the carrying amount of the asset (or the carrying amount allocated to the portion of the asset transferred) and consideration received (including any new asset obtained less any new liability assumed) is recognised in consolidated statement of income.

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or when it transfers the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all the risks and rewards of ownership and it does not retain control of the financial asset.

Any interest in transferred financial assets that qualify for derecognition that is created or retained by the Group is recognised as a separate asset or liability in the consolidated statement of financial position. On derecognition of a financial asset, the difference between the carrying amount of the asset (or the carrying amount allocated to the portion of the asset transferred), and consideration received (including any new asset obtained less any new liability assumed) is recognised in consolidated statement of income.

The Group enters into transactions whereby it transfers assets recognised on its consolidated statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets or a portion of them. If all or substantially all risks and rewards are retained, then the transferred assets are not derecognised.

In transactions in which the Group neither retains nor transfers substantially all the risks and rewards of ownership of a financial asset and it retains control over the asset, the Group continues to recognise the asset to the extent of its continuing involvement, determined by the extent to which it is exposed to changes in the value of the transferred asset.

In certain transactions the Group retains the obligation to service the transferred financial asset for a fee. The transferred asset is derecognised if it meets the derecognition criteria. An asset or liability is recognised for the servicing contract, depending on whether the servicing fee is more than adequate (asset) or is less than adequate (liability) for performing the servicing.

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled or expire.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(e) Other financial assets and liabilities (continued)

(iii) Offsetting

Financial assets and liabilities are offset only when there is a legal or religious enforceable right to set off the recognised amounts and the Group intends to either settle on a net basis, or to realise the asset and settle the liability simultaneously.

(f) Impairment of financial assets

The Group assesses at each statement of financial position date whether there is objective evidence that an asset is impaired. Objective evidence that financial assets (including equity-type investments) are impaired can include default or delinquency by a counterparty / investee, restructuring of financing facility or advance by the Group on terms that the Group would not otherwise consider, indications that a counterparty or issuer will enter bankruptcy, the disappearance of an active market for a security, or other observable data relating to a group of assets such as adverse changes in the payment status of counterparty or issuers in the group, or economic conditions that correlate with defaults in the group. In addition, for an investment in equity-type instruments, a significant or prolonged decline in its fair value below its cost is objective evidence of impairment.

Equity-type investments classified as fair value through equity

In the case of equity-type investments classified as fair value through equity and measured at fair value, a significant (where market value has declined by a minimum of 20%) or prolonged (where market value has declined for 9 months at least) decline in the fair value of an investment below its cost is considered in determining whether the investments are impaired. If any such evidence exists for equity-type investments classified as fair value through equity, the cumulative loss previously recognised in the consolidated statement of changes in equity is removed from equity and recognised in the consolidated statement of income. Impairment losses recognised in the consolidated statement of income on equity-type investments are subsequently reversed through equity.

Financial assets carried at amortised cost (including investment in debt-type instruments classified as amortised cost).

For financial assets carried at amortised cost, impairment is measured as the difference between the carrying amount of the financial assets and the present value of estimated cash flows discounted at the assets' original effective profit rate. Losses are recognised in consolidated statement of income and reflected in an allowance account. When a subsequent event causes the amount of impairment loss to decrease, the impairment loss is reversed through the consolidated statement of income, to the extent of previously recognised impairment losses. The Group considers evidence of impairment for financial assets carried at amortised cost at both a specific asset and collective level. All individually significant financial assets are assessed for specific impairment. Financial assets that are not individually significant are collectively assessed for impairment by grouping assets together with similar risk characteristics.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(g) Cash and cash equivalents

Cash and cash equivalents include notes and coins on hand, unrestricted balances held with central banks and highly liquid financial assets with maturities of three months or less from the acquisition date that are subject to an insignificant risk of changes in their fair value, and are used by the Group in the management of its short-term commitments.

Cash and cash equivalents are carried at amortised cost in the consolidated statement of financial position.

(h) Investment properties

Investment property held for rental or capital appreciation is measured at fair value with the resulting unrealised gains being recognised in the statement of changes in equity under fair value reserve. Any unrealized losses resulting from re-measurement at fair value is recognized in the consolidated statement of financial position under fair value reserve to the extent of available balance. In case such losses exceed the available balance, the unrealized losses are recognized in the consolidated statement of income under unrealized re-measurement gains or losses on investment property. In case there are unrealized losses that have been recognized in the consolidated statement of income in a previous financial year, the unrealized gains related to the current financial year is recognized to the extent of crediting back such previous losses in the consolidated statement of income. Any excess of such gains over such prior-year losses is added to the fair value reserve.

(i) Risk Management Instruments

Risk management instruments

The Group enters into certain Islamic derivative financial instruments to manage the exposure to foreign exchange rate risks, including unilateral promise to buy/sell currencies. These transactions are translated at prevailing spot exchange rates.

(j) Fixed assets

(i) Recognition and measurement

Items of fixed assets are measured at cost less accumulated depreciation and impairment losses.

Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labor, any other costs directly attributable to bringing the assets to a working condition for their intended use, the costs of dismantling and removing the assets and restoring the site on which they are located and capitalised borrowing costs.

Purchased software that is integral to the functionality of the related equipment is capitalised as part of related equipment.

When parts of an item of fixed asset have different useful lives, they are accounted for as separate items (major components) of fixed assets.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(j) Fixed assets (continued)

(i) Recognition and measurement (continued)

The gain or loss on disposal of an item of fixed asset is determined by comparing the proceeds from disposal with the carrying amount of the item of fixed assets, and is recognised in other income/other expenses in the consolidated statement of income.

(ii) Subsequent costs

The cost of replacing a component of fixed asset is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced part is derecognised. The costs of the day-to-day servicing of fixed assets are recognised in consolidated statement of income as incurred.

Depreciation is recognised in consolidated income statement on a straight-line basis over the estimated useful lives of each part of an item of fixed assets since this closely reflects the expected pattern of consumption of the future economic benefits embodied in the asset and is based on cost of the asset less its estimated residual value. Leased assets under finance leases are depreciated over the shorter of the lease term and their useful lives. Land is not depreciated.

The estimated useful lives for the current and comparative years are as follows:

	Years
Buildings	20
IT equipments	3-5
Fixtures and fittings	5-7
Motor vehicles	5

Useful lives and residual values are reassessed at each reporting date and adjusted prospectively, if appropriate.

(k) Intangible assets

Intangible assets acquired separately are measured on initial recognition at cost. The cost of intangible assets acquired in a business combination is fair value as at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses. Internally generated intangible assets, excluding capitalised development costs, are not capitalised and expenditure is reflected in the consolidated statement of income in the year in which the expenditure is incurred.

The useful lives of intangible assets are assessed to be either finite or indefinite.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(k) Intangible assets (continued)

Intangible assets with finite lives are amortised over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life is reviewed at each financial year. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset is accounted for by changing the amortisation period or method, as appropriate, and treated as changes in accounting estimates. The amortisation expense on intangible assets with finite lives is recognised in the consolidated statement of income in the expense category consistent with the nature of the intangible asset.

Intangible assets with indefinite useful lives are not amortised, but are tested for impairment annually either individually or at the cash generating unit level. The assessment of indefinite life is reviewed annually to determine whether the indefinite life assessment continues to be supportable. If not, the change in the useful life from indefinite to finite is made on a prospective basis.

A summary of the useful lives and amortisation methods of Group's intangible assets other than goodwill are as follows:

	Goodwill	Software	Trade names and licenses	Brand name
Useful lives	Indefinite	Finite (3-5 years)	Finite (10 years)	Finite (50 years)
Amortization method used	Tested for impairment either individually or at cash generating unit level.	Amortized on a straight line basis over the periods of availability.	Amortized on a straight line basis over the periods of availability	Amortized on a straight line basis over the periods of availability
Internally generated or acquired	Acquired	Acquired	Acquired	Acquired

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(l) Impairment of non-financial assets

The carrying amounts of the Group's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill and intangible assets that have indefinite useful lives or that are not yet available for use, the recoverable amount is estimated each year at the same time. An impairment loss is recognised if the carrying amount of an asset or its Cash Generating Unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU.

For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU. Subject to an operating segment ceiling test, for the purposes of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

The Group's corporate assets do not generate separate cash inflows and are utilised by more than one CGU. Corporate assets are allocated to CGUs on a reasonable and consistent basis and tested for impairment as part of the testing of the CGU to which the corporate asset is allocated.

Impairment losses are recognised in consolidated statement of income. Impairment losses recognised in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of CGUs) and then to reduce the carrying amount of the other assets in the CGU (group of CGUs) on a pro rata basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount.

An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(m) Customer current accounts

Balances in current accounts are recognised when received by the Group. The transactions are measured as the amount received by the Bank at the time of contracting. At the end of the reporting period, these accounts are measured at amortised cost.

(n) Equity of unrestricted investment account holders

Equity of unrestricted investment account holders are funds held by the Group, which it can invest at its own discretion. The unrestricted investment account holders authorises the Group to invest the account holders' funds in a manner which the Group deems appropriate without laying down any restrictions as to where, how and for what purpose the funds should be invested.

The Bank charges a management fee (Mudarib fees) to unrestricted investment account holders. Of the total income from unrestricted investment accounts, the income attributable to account holders is allocated to investment accounts after setting aside provisions and deducting the Group's share of income as a Mudarib. The allocation of income is determined by the management of the Group within the allowed profit sharing limits as per the terms and conditions of the unrestricted investment accounts.

(o) Distribution of profit between equity of unrestricted investment account holders and shareholders

The Bank complies with the directives of the QCB as follows:

- Net profit is arrived at after taking into account all income and expenses at the end of the financial year, and is distributed between unrestricted investment account holders and shareholders.
- The share of profit of unrestricted investment account holders is calculated on the basis of their daily deposit balances over the year, after reducing the Group's agreed and declared Mudaraba fee.
- In case of any expense or loss, which arises out of negligence on the part of the Group due to non-compliance with QCB regulations and instructions, then such expenses or loss, shall not be borne by the unrestricted investment account holders. Such matter is subject to the QCB decision.
- In case the results of the Group at the yearend are net losses, then QCB, being the authority responsible for determining the Bank's accountability for these losses, shall decide how these shall be treated without violation to the Islamic Shari'a rules.
- Due to pooling of unrestricted investment funds with the Group's funds for the purpose of investment, no priority has been given to either party in the appropriation of profit.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(p) Restricted investment accounts

Restricted investment accounts represents assets acquired by funds provided by holders of restricted investment accounts and their equivalent and managed by the Group as an investment manager based on either a Mudaraba contract or (Wakala) agency contract. The restricted investment accounts are exclusively restricted for investment in specified projects as directed by the investments account holders. Assets that are held in such capacity are not included as assets of the Group in the consolidated financial statements.

(q) Sukuk financing

Sukuk financing represents common shares in the ownership of assets or benefits or services which bears fixed semi-annual profit and mature after 5 years from issuance date. Profits are recognised periodically till maturity. Sukuks are recognised at amoritised cost. Sukuks are disclosed as a separate line in the consolidated financial statements as "Sukuk financing".

(r) Provisions

Provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation.

(i) Restructuring

A provision for restructuring is recognised when the Group has approved a detailed and formal restructuring plan, and the restructuring either has commenced or has been announced publicly and the restructuring plan will cause losses to the Group. Future operating losses are not provided for.

(s) Employee benefits

(i) Defined contribution plans

The Group provides for its contribution to the State administered retirement fund for Qatari employees in accordance with the retirement law, and the resulting charge is included within the staff costs in the consolidated statement of income. The Group has no further payment obligations once the contributions have been paid. The contributions are recognised when they are due.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(s) Employee benefits (continued)

(ii) Employees' end of service benefits

The Group provides a provision for all end of service benefits payable to employees in accordance with the Group's policies, calculated on the basis of individual employee's salary and period of service at the reporting date.

(iii) Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid under short-term cash bonus or profit-sharing plans if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

(iv) Share-based payment transactions

The grant date fair value of equity-settled share-based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period in which the employees unconditionally become entitled to the awards. The amount recognised as an expense is adjusted to reflect the number of share awards for which the related service vesting conditions are expected to be met such that the amount ultimately recognised as an expense is based on the number of share awards that do meet the related service conditions at the vesting date. The fair value of the share awards has been determined using a Monte Carlo simulation model to take into account the market-based performance condition. This is an appropriate model to value a share award where vesting is dependent on the achievement of a share price target.

Measurement inputs include share price at grant date, exercise price of the share award, expected volatility of share price, expected life (in years) of the share award, expected dividend yield, and the risk-free profit rate. Service conditions attached to the transactions are not taken into account in determining fair value.

When an equity-settled award is cancelled, it is treated as if it vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. This includes any award where non-vesting conditions within the control of either the entity or the employee are not met. However, if a new award is substituted for the cancelled award, and designated as a replacement award on the date that it is granted, the cancelled and new awards are treated as if they were a modification of the original award, as described in the previous paragraph.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(t) Share capital and reserves

(i) Share issue costs

Incremental costs directly attributable to the issue of an equity instrument are deducted from the initial measurement of the equity instrument.

(ii) Dividends on ordinary shares

Dividends on ordinary shares are recognised in equity in the period in which they are approved by the shareholders' of the Bank.

(u) Revenue recognition

Murabaha and Musawama

Profit from Murabaha and Musawama transactions is recognised when the income is both contractually determinable and quantifiable at the commencement of the transaction. Such income is recognised on a time-apportioned basis over the period of the transaction. Where the income from a contract is not contractually determinable or quantifiable, it is recognised when the realisation is reasonably certain or when actually realised. Income related to non-performing accounts is excluded from the consolidated statement of income.

Mudaraba

Income on Mudaraba financing is recognised when the right to receive payment is established or on distribution by the Mudarib, whereas losses are charged to the consolidated statement of income on declaration by the Mudarib.

In case Mudaraba capital is lost or damaged prior to the inception of work without misconduct or negligence on the part of Mudarib, then such losses are deducted from Mudaraba capital and are treated as loss to the Group. In case of termination or liquidation, unpaid portion by Mudarib is recognized as receivable due from Mudarib.

Musharaka

Income on Musharaka financing is recognised when the right to receive payments is established or on distribution.

Ijara

Ijara income is recognised on time-apportioned basis over the lease period. Income related to non-performing accounts is excluded from the consolidated statement of income.

Istisna'a

Revenue and the associated profit margin are recognised in the Group's consolidated statement of income according to the percentage of completion method by taking in account the difference between total revenue (cash price to purchaser) and Group's estimated cost. The Group's recognises anticipated losses on Istisna'a contract as soon as they are anticipated.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(u) Revenue recognition (continued)

Wakala
Income from Wakala placements is recognised on a time apportioned basis so as to yield a constant periodic rate of return based on the balance outstanding.

Income from investment banking services
Income from investment banking services (presented in fee and commission income), including placement, advisory, marketing and performance fees, is recognised as per contractual terms when the service is provided and income is earned. This is usually when the Group has performed all significant acts in relation to a transaction and it is highly probable that the economic benefits from the transaction will flow to the Group. Significant acts in relation to a transaction are determined based on the terms agreed in the contracts for each transaction. The assessment of whether economic benefits from a transaction will flow to the Group is based on the extent of binding firm commitments received from other parties.

Fees and commission income
Fees and commission income that are integral to the effective profit rate on a financial asset carried at amortised cost are included in the measurement of the effective profit rate of the financial asset. Other fees and commission income, including account servicing fees, sales commission, management, arrangement and syndication fees, are recognised as the related services are performed.

Dividend income
Dividend income is recognised when the right to receive the dividend is established.

(v) Tax expense

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the consolidated statement of income except to the extent that it relates to items recognised directly in equity. Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for:

- Temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable consolidated income statement;
- Temporary differences related to investments in subsidiaries to the extent that it is probable that they will not reverse in the foreseeable future; and
- Temporary differences arising on the initial recognition of goodwill.

Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(v) Tax expense (continued)

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities against current tax assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

(w) Earnings per share

The Bank presents basic and diluted earnings per share ("EPS") data for its ordinary shares. Basic EPS is calculated by dividing the profit or loss attributable to the shareholders of the Bank by the weighted average number of ordinary shares outstanding during the period. Diluted EPS is determined by adjusting the profit or loss attributable to owners and the weighted average number of ordinary shares outstanding for the effects of all dilutive potential ordinary shares.

(x) Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components, whose operating results are reviewed regularly by the Chief Executive Officer (being the chief operating decision maker) of the Bank to make decisions about resources allocated to each segment and assess its performance, and for which discrete financial information is available.

(y) Fiduciary activities

The Group acts as fund manager and in other fiduciary capacities that result in the holding or placing of assets on behalf of individuals, corporate and other institutions. These assets and income arising thereon are excluded from these consolidated financial statements, as they are not assets of the Group.

(z) Repossessed collateral

Repossessed collaterals against settlement of financing assets are stated within the consolidated statement of financial position under "Other assets" at their acquisition value net of allowance for impairment, if any.

Unrealised losses due to the reduction in the fair value of such assets in relation to the acquisition cost as at reporting date are included in the consolidated statement of income. In the case of an increase in the fair value of such properties in the future, unrealised gain is recognised in the consolidated statement of income to the extent of unrealised losses previously recognised.

3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(aa) Earnings prohibited by Shari'a

The Group is committed to avoid recognising any income generated from non-Islamic sources. Accordingly, all non-Islamic income is credited to a charity account where the Group uses these funds for charitable purposes as defined by the Sharia Supervisory Board.

(bb) Assets held for sale

Assets (or disposal groups) are classified as held for sale if their carrying amount will be recovered principally through a sale transaction, not through continuing use. These assets may be a component of an entity, a disposal group or an individual non-current asset.

Assets (or disposal groups) classified as held for sale are stated at the lower of carrying amount and fair value less costs to sell. If the criteria for held for sale is no longer met, the Group shall cease to classify the asset (or disposal group) as held for sale and shall measure the assets at the lower of its carrying amount before the asset (or disposal group) was classified as held for sale, adjusted for any depreciation, amortization or revaluation that would have been recognized had the asset (or disposal group) not been classified as held for sale and its recoverable amount at the date of subsequent decision not to sell. An extension of the period required to complete a sale does not preclude an asset (or disposal group) from being classified as held for sale if the delay is caused by events or circumstances beyond the Group's control and there is sufficient evidence that the Group remains committed to its plan to sell the asset (or disposal group).

(cc) Wakala payables

The Group accepts deposits from customers under wakala arrangement under which return payable to customers is agreed in the wakala agreement. There is no restriction on the Group for the use of funds received under wakala agreements. Wakala payables are carried at cost plus accrued profit

(dd) Financial guarantees

In the ordinary course of business, the Group gives financial guarantees, consisting of letters of credit, guarantees and acceptances.

Financial guarantees are initially recognized in the consolidated financial statements at fair value, being the premium received on the date the guarantee was given, and the initial fair value is amortised over the life of the financial guarantee. Subsequent to initial recognition, the Group's liability under such guarantees are measured at the higher of the amortised amount and the best estimate of the expenditure required to settle any financial obligation arising at the reporting date. These estimates are determined based on experience of similar transactions and history of past losses, supplemented by the judgment of Management.

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3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(dd) Financial guarantees (continued)

Any increase in the liability relating to guarantees is taken to the consolidated statement of income. The amortisation of the premium received is recognized in the consolidated statement of income under "commission and fees income".

(ee) Contingent liabilities

Contingent liabilities include guarantees, letter of credit, the Group's obligations with respect to unilateral promise to buy/sell currencies and others. Contingent liabilities are not recognized in the consolidated statement of financial position but are disclosed in the notes to the consolidated financial statements, unless they are remote.

(ff) Comparatives

Except when a standard or an interpretation permits or requires otherwise, all amounts are reported or disclosed with comparative information.

(gg) Parent bank financial information

Statement of financial position and statement of income of the parent Bank as disclosed in Note 43 and Note 44 respectively are prepared following the same accounting policies as mentioned above except for investment in subsidiaries and associates which are carried at cost.

(hh) New standards and interpretations

The Group has adopted Financial Accounting Standard 26 ("FAS 26") "Investment in real estate" issued by AAOIFI during 2012, which is effective as of 1 January 2013. The adoption of the new standard does not have any material impact on the Group.

In addition, the following new standards and amendments have been issued by International Accounting Standards Board ("IASB") and are effective for the financial year ending 31 December 2013 which do not have any material impact on the Group, but require extensive additional disclosures:

Standard	*Content*
IFRS 7	Financial instruments: Disclosures- Offsetting Financial Assets and Financial Liabilities (Amendment)
IFRS 11	Joint Arrangements
IFRS 12	Disclosure of Interests in Other Entities
IFRS 13	Fair Value Measurement

4. FINANCIAL RISK MANAGEMENT

(a) Introduction and overview

Financial instruments

Financial instruments comprises of all financial assets and liabilities of the Group. Financial assets include cash and balances with central banks, due from banks, investment securities, financing assets, derivative financial assets and certain other assets. Financial liabilities include customers' current accounts, due to banks, Sukuk financing and certain other liabilities. Financial instruments also include equity of unrestricted investment account holders and contingent liabilities and commitments included in off balance sheet items.

Risk Management

The Group has exposure to the following risks from its use of financial instruments:

- Credit risk
- Liquidity risk
- Market risks
- Operational risk
- Other risks

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk, and the Group's capital.

The Group's business involves taking on risks in a targeted manner and managing them professionally. The core functions of the Group's risk management are to identify all key risks for the Group, measure these risks, manage the risk positions and determine capital allocations. The Group regularly reviews its risk management policies and systems to reflect changes in markets, products and best market practice.

The Group's aim is to achieve an appropriate balance between risk and return and minimise potential adverse effects on the Group's financial performance. The Group defines risk as the possibility of losses or profits foregone, which may be caused by internal or external factors.

Risk management framework

The Board of Directors (the "Board") has overall responsibility for the establishment and oversight of the Group's risk management framework.

The Board has established various specialized committees that report directly to it and perform functions on its behalf to support efficient management practice which mainly include Board Executive Committee, Audit and Risk Committee, Policies and Procedures Committee, Compensation and Benefits Committee and Zakat Committee.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(a) Introduction and overview (continued)

Risk management framework (Continued)

The Board Executive Committee is represented by Board Members with the CEO participation, and senior executives of the Bank who bear the responsibility of information under discussion. The Executive Committee serves as a tool to coordinate the business. It has, as its prime tasks and responsibilities, the provision of ongoing information to the Board on business developments, regular review of business segments, consultation with and furnishing advice to the Board on strategic decisions and preparation of credit decisions, within its delegated authorities. The Board Executive Committee works to develop the Group's business plan to be presented to the Board.

The primary objective of Policies and Procedures Committee is to study, prepare and develop strategies, objectives, policies, systems, plans, budgets and work procedures manuals. The Committee ensures that the Group policies and practices are conducted in accordance with the established and approved business operating standards. The Committee reviews the operating efficiency of the respective functions, and measures the alignment of functional procedures with corporate objectives and business processes. The Committee is also responsible to monitor the Group quarterly performance against strategy, business plan and budgets. This includes review and consolidation of business development, product alignment and resources distribution across Group. The Committee highlights deviations of policies and procedures from laid down standards to the management for necessary corrective action from time to time and reviews compliance of the same. The Committee is also responsible to develop Group's corporate social responsibility strategy in light of Group's brand values.

Compensation & Benefits Committee consists of Board Members, General Manager ("GM") Financial Group and GM Human Capital. It's main responsibility is to select & evaluate applicants for senior executive posts, and provides recommendations thereof to the Board of Directors. In addition, it determines senior staff rewards and privileges, and distributes the same as per performance appraisals. Besides, the Committee looks into recommendations of promotions and salary increments to verify their alignment to the approved budget.

Zakat Committee is responsible to promote interdependence and integration among members of the Muslim community by channeling contributions of Zakat. The Committee identifies key players in the field of humanitarian aid, general development and other channels that can be used to distribute Zakat proceeds. The Committee is responsible to develop good relationships with charitable, humanitarian aid groups and institutions that provide assistance in general development in order to evaluate recipients who would receive Zakat proceeds.

Audit and Risk Committee's objective is to assist the Board to fulfill its corporate governance and oversight responsibilities related to the Group. This includes financial reporting, system of internal control, management of material business risks, the internal and external audit functions and the process of monitoring compliance with laws and regulations and the Group's code of business conduct. The Committee role is to report to the Board and provide appropriate advice and recommendations on matters relevant to the Audit and Risk Committee charter in order to facilitate decision making to the Board.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(a) Introduction and overview (continued)

Risk management framework (Continued)

The Audit and Risk Committee is assisted in these functions by the Internal Audit and Compliance Departments. In addition to the above mentioned committees, the management has also established a number of multi-functional internal committees such as Risk Committee, Management Committee, Assets and Liabilities Committee (ALCO), Credit Committee, and Investment Committee, which are responsible for developing and monitoring Group's risk management policies in their specified areas.

A separate Risk Management Group, reporting to the Chief Executive Officer and the Audit and Risk Committee, assists in carrying out the oversight responsibility of the Board.

The Group's Risk management policies are established to identify and analyse the risks faced by the Group, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly, on an ongoing basis, to reflect changes in market conditions, products and services offered.

(b) Credit risk

Credit risk is the risk that a customer or counterparty to a financial asset will fail to meet its contractual obligations and cause the Group to incur a financial loss. It arises principally from the Group's financing assets, due from banks, investment securities and certain other assets.

The Group's credit risk management framework includes:

- Establishment of authorisation structure and limits for the approval and renewal of financing assets;
- Reviewing and assessing credit exposures in accordance with authorisation structure and limits, prior to facilities being committed to customers. Renewals and reviews of financing assets are subject to the same review process;
- Diversification of financing and investment activities;
- Limiting concentrations of exposure to industry sectors, geographic locations and counterparties; and
- Reviewing compliance, on an ongoing basis, with agreed exposure limits relating to counterparties, industries and countries and reviewing limits in accordance with risk management strategy and market trends

The Credit Committee is responsible for sanctioning high value credits and for the formulation of credit policies and processes in line with growth, risk management and strategic objectives.

In addition, the Group manages the credit exposure by obtaining security where appropriate and limiting the duration of exposure. In certain cases, the Group may also close out transactions or assign them to other counterparties to mitigate credit risk.

Regular audits of business units and Group credit processes are undertaken by Internal Audit and Compliance Divisions.

The table below shows the maximum exposure to credit risk for the components of the statement of financial position. The maximum exposure is shown gross, before the effect of mitigation through the use of master netting and collateral agreements.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(i) Maximum exposure to credit risk before collateral held or other credit enhancements

	2013	2012
Credit risk exposures relating to financial assets recorded on the consolidated statement of financial position are as follows:		
Balances with central banks	**2,616,869**	3,317,138
Due from banks	**6,348,139**	8,757,963
Financing assets	**47,139,466**	43,137,334
Investment securities	**13,063,225**	11,356,432
Other assets	**500,600**	844,455
	69,668,299	67,413,322
Other credit risk exposures		
Guarantees	**5,308,901**	**5,611,126**
Unutilised financing facilities	**5,021,685**	**4,741,872**
Letters of credit	**1,188,790**	**1,470,011**
Acceptances	**460,844**	**420,321**
	11,980,220	**12,243,330**

The above tables represents a worse-case scenario of credit risk exposure to the Group, without taking account of any collateral held or other credit enhancements attached. For assets recorded on the consolidated statement of financial position, the exposures set out above are based on net carrying amounts as reported on the consolidated statement of financial position.

The maximum exposure to credit risk relating to a financial guarantee is the maximum amount the bank could have to pay if the guarantee is called upon. The maximum exposure to credit risk relating to a financing commitment is the full amount of the commitment. In both cases, the maximum risk exposure is significantly greater than the amount recognised as a liability in the consolidated statement of financial position.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(ii) Concentration of risks of financial assets with credit risk exposure

Geographical sectors

The following table breaks down the Group's credit exposure at their carrying amounts (without taking into account any collateral held or other credit enhancements attached), as categorised by geographical region and based on the country of domicile of its counterparties.

2013

Assets recorded on the consolidated statement of financial position:	**Qatar**	**Other GCC**	**Other Middle East**	**Others**	**Total**
Balances with central banks	**2,521,729**	**-**	**58,252**	**36,888**	**2,616,869**
Due from banks	**1,463,029**	**2,545,194**	**612,110**	**1,727,806**	**6,348,139**
Financing assets	**44,355,222**	**868,780**	**681,476**	**1,233,988**	**47,139,466**
Investment securities	**12,252,259**	**628,740**	**-**	**182,226**	**13,063,225**
Other assets	**395,533**	**66,431**	**219**	**38,417**	**500,600**
	60,987,772	**4,109,145**	**1,352,057**	**3,219,325**	**69,668,299**

2012

Assets recorded on the consolidated statement of financial position:	Qatar	Other GCC	Other Middle East	Others	Total
Balances with central banks	3,171,538	-	-	145,600	3,317,138
Due from banks	4,905,518	2,938,409	-	914,036	8,757,963
Financing assets	40,380,926	819,796	-	1,936,612	43,137,334
Investment securities	10,530,959	535,644	109,289	180,540	11,356,432
Other assets	772,338	55,473	2,164	14,480	844,455
	59,761,279	4,349,322	111,453	3,191,268	67,413,322

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(ii) Concentration of risks of financial assets with credit risk exposure (continued)

Geographical sectors (continued)

Off balance sheet items

2013	**Qatar**	**Other GCC**	**Other Middle East**	**Others**	**Total**
Guarantees	**4,580,253**	**84,278**	**68,105**	**576,265**	**5,308,901**
Unutilised financing facilities	**5,000,849**	**-**	**20,836**	**-**	**5,021,685**
Letters of credit	**1,125,021**	**14**	**40,484**	**23,271**	**1,188,790**
Acceptances	**141,247**	**19,790**	**298,225**	**1,582**	**460,844**
	10,847,370	**104,082**	**427,650**	**601,118**	**11,980,220**

2012	Qatar	Other GCC	Other Middle East	Others	Total
Guarantees	4,902,890	122,904	28,774	556,558	5,611,126
Unutilised financing facilities	4,741,872	-	-	-	4,741,872
Letters of credit	1,155,577	19,829	43,157	251,448	1,470,011
Acceptances	276,038	-	-	144,283	420,321
	11,076,377	142,733	71,931	952,289	12,243,330

Industry sectors

The following table breaks down the Group's credit exposure of financing assets at carrying amounts before taking into account collateral held or other credit enhancements, as categorised by the industry sectors of the Group's counterparties:

	Gross exposure 2013	*Gross exposure 2012*
Government and related entities	**6,714,372**	7,716,952
Financial institutions	**1,947,958**	2,205,630
Industry	**3,945,334**	1,681,163
Commercial	**6,868,333**	7,321,232
Services	**2,691,409**	2,105,477
Contracting	**2,425,104**	3,595,978
Real estate	**14,761,251**	13,954,500
Personal	**10,280,436**	8,022,699
Others	**3,293,465**	2,068,983
Total financing assets	**52,927,662**	48,672,614
Less: Deferred profit	**5,324,634**	5,042,434
Provision for impairment of financing assets	**425,317**	460,095
Suspended Profit	**38,245**	32,751
Net financing assets	**47,139,466**	43,137,334

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(iii) Credit quality

The following table provides the details for the credit quality:

	Financing assets		Due from banks		Investment securities	
	2013	2012	**2013**	2012	**2013**	2012
Neither past due nor impaired:						
Gross amount	**49,978,257**	43,490,039	**6,352,597**	8,762,326	**-**	-
Deferred profit	**(5,324,634)**	(5,042,434)	**(4,458)**	(4,363)	**-**	-
Carrying amount	**44,653,623**	38,447,605	**6,348,139**	8,757,963	**-**	-
Past due but not impaired:						
Carrying amount	**2,455,192**	4,380,140	**-**	-	**-**	-
Impaired						
Substandard (overdue > 3 months)	**63,449**	207,916	**-**	-	**-**	-
Doubtful (overdue > 6 months)	**44,029**	171,423	**-**	-	**-**	-
Loss (overdue > 9 months)	**386,735**	423,096	**-**	-	**-**	-
	494,213	802,435	**-**	-	**-**	-
Impairment allowance	**(425,317)**	(460,095)	**-**	-	**-**	-
Suspended profit	**(38,245)**	(32,751)	**-**	-	**-**	-
	(463,562)	(492,846)	**-**	-	**-**	-
Carrying amount – net	**30,651**	309,589	**-**	-	**-**	-
Investment securities						
At fair value thorugh income statement	**-**	-	**-**	-	**-**	138,421
At amoritised cost	**-**	-	**-**	-	**13,063,225**	11,218,011
	-	-	**-**	-	**13,063,225**	11,356,432
Total carrying amount	**47,139,466**	43,137,334	**6,348,139**	8,757,963	**13,063,225**	11,356,432

Impaired financing assets and investment in debt-type securities

Individually impaired financing assets and investment in debt-type securities (other than those carried at fair value through income statement) for which the Group determines that there is objective evidence of impairment and it does not expect to collect all principal and profit due according to the contractual terms of the financing / investment security agreements.

Investments in debt-type securities carried at fair value through income statement are not assessed for impairment.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(iii) Credit quality (continued)

Financing assets past due but not impaired

Past due but not impaired financing assets are those for which contractual profit or principal payments are past due, but the Group believes that impairment is not appropriate on the basis of the level of security/collateral available and/or the stage of collection of amounts owed to the Group.

	2013	2012
Up to 30 days	**1,763,580**	2,466,945
30 to 60 days	**365,992**	667,179
60 – 90 days	**140,636**	267,259
More than 90 days	**184,984**	978,757
Gross	**2,455,192**	4,380,140

Renegotiated financing assets

Restructuring activities include extended payment arrangements, approved external management plans, and modification and deferral of payments. Restructuring policies and practices are based on indicators or criteria that, in the judgment of management, indicate that payment will most likely continue. These policies are kept under continuous review. Renegotiated financing assets as at 31 December 2013 amounted to QAR 25,669 thousands (2012: QAR 2,699 thousands). These mainly represent Ijarah and Istisna' financing that have been restructured upon completion of underlying assets and based on the expected future cash flows.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(b) Credit risk (continued)

(iv) Collateral

The determination of eligible collateral and the value of collateral are based on QCB regulations and are assessed by reference to market price or indexes of similar assets.

The Group has collateral in the form of blocked deposits, pledge of shares, mortgage interests over properties, and guarrantees or legal mortgage against the past dues financing assets.

The aggregate collateral is QAR 1,745 million (2012: QAR 1,106 million) for past due up to 30 days, QAR 366 million (2012: QAR 393 million) for past due from 30 to 60 days, QAR 133 million (2012: QAR 331 million) for past due from 60 and 90 days, and QAR 185 million (2012: QAR 968 million) for past due more than 91 days.

Repossessed collateral

Repossessed properties are sold as soon as practicable, with the proceeds used to reduce the outstanding indebtedness. Repossessed property is classified in the consolidated statement of financial position within other assets. The Group generally does not use the non-cash collateral for its own operations.

Write-off policy

The Group writes off a financing asset or an investment in debt-type security balance, and any related allowances for impairment losses, when Group determines that the financing asset or security is uncollectible and after QCB approval is obtained.

This determination is made after considering information such as the occurrence of significant changes in the borrower's / issuer's financial position such that the borrower / issuer can no longer pay the obligation, or that proceeds from collateral will not be sufficient to pay back the entire exposure. For smaller balance standardised financing assets, write-off decisions generally are based on a product-specific past due status.

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(c) Liquidity risk

Liquidity risk is the risk that the Group is unable to meet its obligations when they fall due as a result of e.g. customer deposits being withdrawn, cash requirements from contractual commitments, or other cash outflows, such as debt maturities or margin calls for risk management instruments etc. Such outflows would deplete available cash resources for client financing, trading activities and investments. In extreme circumstances, lack of liquidity could result in reductions in the consolidated statement of financial position and sales of assets, or potentially an inability to fulfil financing commitments. The risk that the Group will be unable to do so is inherent in all banking operations and can be affected by a range of institution-specific and market-wide events including, but not limited to, credit events, merger and acquisition activity, systemic shocks and natural disasters.

(i) Management of liquidity risk

The Group maintains a portfolio of high quality liquid assets, largely made up of QCB Sukuk, short-term liquid trading investments, and inter-bank placements in addition to maintaining the statutory reserves with QCB. The Market Risk Department monitors the liquidity risk of the Bank on a daily basis through a Liquidity Management dashboard which captures many liquidity parameters both under normal and stressed market conditions. The dashboard includes threshold points which will help proactively identify any liquidity constraints, the remedial actions that will be taken under each situation along with the responsible persons. All liquidity policies and procedures are subject to review and approval by ALCO.

(ii) Exposure to liquidity risk

A key measure used by the Group for managing liquidity risk is the ratio of net liquid assets to deposits from customers, i.e total assets by maturities against total liabilities by maturities. For this purpose net liquid assets are considered as including cash and cash equivalents and investment grade debt-type securities for which there is an active and liquid market less any deposits from banks, sukuk issued, other borrowings and commitments maturing within the next month. A similar, but not identical, calculation is used to measure the Group's compliance with the liquidity limit established by QCB.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(c) Liquidity risk (continued)

(iii) Maturity analysis

Maturity analysis of Group's assets, liabilities and equity of unrestricted investment accountholders are prepared on the basis of their contractual maturity. For assets, liabilities and equity of unrestricted investment accountholders where there is no contractually agreed maturity date, the maturity analysis is done based on the statistical maturity.

2013	Up to 3 months	3 to 6 months	6 months - 1 year	1 to 3 years	Over 3 years	Total
Cash and balances with central banks	809,466	-	-	-	2,183,296	2,992,762
Due from banks	5,090,365	49,877	405,961	801,936	-	6,348,139
Financing assets	4,474,911	4,835,766	4,040,590	15,228,759	18,559,440	47,139,466
Investment securities	9,137,971	-	30,222	1,046,306	4,637,342	14,851,841
Investment in associates	-	-	-	-	741,660	741,660
Investment properties	-	-	-	-	792,533	792,533
Assets of a subsidiary held for sale	-	-	303,133	-	-	303,133
Fixed assets	-	-	-	-	436,181	436,181
Intangible assets	-	-	-	228	318,591	318,819
Other assets	398,427	128,541	97,388	243,300	2,562,054	3,429,710
Total assets	19,911,140	5,014,184	4,877,294	17,320,529	30,231,097	77,354,244
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	4,735,375	108,718	495,303	1,148,767	2,540	6,490,703
Customers' current accounts	12,469,798	-	-	-	-	12,469,798
Sukuk financing	-	-	-	2,723,363	2,720,714	5,444,077
Liabilities of a subsidiary held for sale	-	5,267	-	-	-	5,267
Other liabilities	758,083	65,094	300,167	105,500	149,686	1,378,530
Total liabilities	17,963,256	179,079	795,470	3,977,630	2,872,940	25,788,375
Equity of unrestricted investment account holders	25,974,944	6,649,872	4,572,545	420,363	275,485	37,893,209
Total liabilities and equity of unrestricted investment account holders	43,938,200	6,828,951	5,368,015	4,397,993	3,148,425	63,681,584
Maturity gap	(24,027,060)	(1,814,767)	(490,721)	12,922,536	27,082,672	13,672,660

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(c) Liquidity risk (continued)

(iii) Maturity analysis (continued)

2012	Up to 3 months	3 to 6 months	6 months - 1 year	1 to 3 years	Over 3 years	Total
Cash and balances with central banks	1,716,876	-	-	-	1,926,859	3,643,735
Due from banks	8,525,984	112,587	34,898	84,494	-	8,757,963
Financing assets	11,498,632	3,156,661	3,029,505	11,583,486	13,869,050	43,137,334
Investment securities	580,775	104,228	23,200	9,021,840	3,625,715	13,355,758
Investment in associates	-	-	-	-	875,311	875,311
Investment properties	-	-	-	-	774,232	774,232
Assets of a subsidiary held for sale	-	-	293,638	-	-	293,638
Fixed assets	-	-	-	-	377,366	377,366
Intangible assets	-	-	-	-	249,819	249,819
Other assets	343,223	23,020	203,765	562,811	594,087	1,726,906
Total assets	22,665,490	3,396,496	3,585,006	21,252,631	22,292,439	73,192,062
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	5,467,911	551,090	2,071,879	2,083,036	197,602	10,371,518
Customers' current accounts	9,081,880	-	-	-	-	9,081,880
Sukuk financing	-	-	-	2,696,026	2,719,602	5,415,628
Liabilities of a subsidiary held for sale	-	-	205,182	-	-	205,182
Other liabilities	209,003	109,803	190,215	244,007	248,339	1,001,367
Total liabilities	14,758,794	660,893	2,467,276	5,023,069	3,165,543	26,075,575
Equity of unrestricted investment account holders	16,476,138	3,195,067	7,138,199	7,059,798	196,280	34,065,482
Total liabilities and equity of unrestricted investment account holders	31,234,932	3,855,960	9,605,475	12,082,867	3,361,823	60,141,057
Maturity gap	(8,569,442)	(459,464)	(6,020,469)	9,169,764	18,930,616	13,051,005

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks

The Group takes on exposure to market risks, which is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risks arise from open positions in profit rate, currency and equity products, all of which are exposed to general and specific market movements and changes in the level of volatility of market rates or prices such as profit rates, credit spreads, foreign exchange rates and equity prices.

The market risks arising from trading and non-trading activities are concentrated in Group Treasury and monitored by the Group's Market Risk Department on a daily basis. Regular reports are submitted to the ALCO and heads of each business unit.

Non-trading portfolios primarily arise from the profit rate and management of the Group's retail and corporate banking assets and liabilities. Non-trading portfolios also consist of foreign exchange and equity risks arising from the Group's debt-type and equity-type investments.

(i) Management of market risks

Overall authority for market risk is vested in ALCO. Group Market Risk Department is responsible for the development of detailed market risk management policies (subject to review and approval by ALCO) and for the day-to-day management of all market risks. The main objective of the Market Risk Management is identification, classification and management of market risk in a prudent way to ensure safeguarding interests of all shareholders. The Group views market risk management as a core competency and its purpose is not to neutralise market risks, but rather maximize risk/return tradeoffs within clearly defined limits. The existence of market risk requires the measurement of the magnitude of the exposure. This measure is an essential precursor to the management of the risk that takes the form of either reducing the exposure through hedging or maintaining sufficient capital to protect the Group from the risk of operational capacity impairment.

(ii) Exposure to market risks – trading portfolios

The principal tool used to measure and control market risk exposure within the Group's trading portfolios is Value at Risk (VaR). The VaR of a trading portfolio is the estimated loss that will arise on the portfolio over a specified period of time (holding period) from an adverse market movement with a specified probability (confidence level). The VaR model used by the Group is based upon a 99 percent confidence level and assumes a 10-day holding period. The VaR model used is based mainly on historical simulation. Taking account of market data from the previous two years, and observed relationships between different markets and prices, the model generates a wide range of plausible future scenarios for market price movements.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iv) Exposure to market risks – trading portfolios (continued)

Although VaR is an important tool for measuring market risk, the assumptions on which the model is based do give rise to some limitations, including the following:

- A 10-day holding period assumes that it is possible to hedge or dispose of positions within that period. This may not be the case for certain highly illiquid assets or in situations in which there is severe general market illiquidity.
- A 99 percent confidence level does not reflect losses that may occur beyond this level. Even within the model used there is a one percent probability that losses could exceed the VaR.
- VaR is calculated on an end-of-day basis and does not reflect exposures that may arise on positions during the trading day.
- The use of historical data as a basis for determining the possible range of future outcomes may not always cover all possible scenarios, especially those of an exceptional nature.

The Group uses VaR limits for total market risk and specific foreign exchange, profit rate, equity, credit spread and other price risks. The overall structure of VaR limits is subject to review and approval by ALCO. VaR limits are allocated to trading portfolios. VaR is measured at least daily and more regularly for more actively traded portfolios. Daily reports of utilisation of VaR limits are submitted to Group Market Risk and regular summaries are submitted to ALCO.

A summary of the VaR position of the Group's trading portfolios at 31 December and during the year is as follows:

	At 31 December	**Average**	**Maximum**	**Minimum**
2013				
Equity price risk	**919**	**4,377**	**9,803**	**904**
2012				
Equity price risk	11,366	9,498	12,646	4,539

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(ii) Exposure to market risks– trading portfolios (continued)

The limitations of the VaR methodology are recognised by supplementing VaR limits with other position and sensitivity limit structures, including limits to address potential concentration risks within each trading portfolio. In addition, the Group uses a wide range of stress tests to model the financial impact of a variety of exceptional market scenarios, such as periods of prolonged market illiquidity, on individual trading portfolios and the Group's overall position.

(iii) Exposure to profit rate risk – non-trading portfolios

The principal risk to which non-trading portfolios are exposed is the risk of loss from fluctuations in the future cash flows or fair values of financial instruments because of a change in market profit rates. Profit rate risk is managed principally through monitoring profit rate gaps and by having pre-approved limits for repricing bands. ALCO is the monitoring body for compliance with these limits and is assisted by Group Market Risk Treasury in its day-to-day monitoring activities.

A summary of the Group's profit rate gap position on non-trading portfolios is as follows:

		Repricing in:					
	Carrying amount	Less than 3 months	3-12 months	1-5 years	More than 5 years	Non-profit sensitive	Effective profit rate
2013							
Cash and balances with central banks	**2,992,762**	**809,466**	**-**	**-**		**2,183,296**	**-**
Due from banks	**6,348,139**	**5,090,365**	**455,838**	**801,936**	**-**	**-**	**2.33%**
Financing assets	**47,139,466**	**4,474,911**	**8,876,356**	**15,228,759**	**18,559,440**	**-**	**4.62%**
Investment securities	**14,851,841**	**9,137,971**	**30,222**	**1,046,306**	**1,564,092**	**3,073,250**	**5.01%**
	71,332,208	**19,512,713**	**9,362,416**	**17,077,001**	**20,123,532**	**5,256,546**	**-**
Due to banks	**6,490,703**	**4,735,375**	**604,021**	**1,148,767**	**2,540**	**-**	**1.48%**
Sukuk financing	**5,444,077**	**-**	**-**	**5,444,077**	**-**	**-**	**3.19%**
	11,934,780	**4,735,375**	**604,021**	**6,592,844**	**2,540**	**-**	**-**
Equity of unrestrcited investment account holders	**37,893,209**	**25,974,944**	**11,222,417**	**420,363**	**275,485**	**-**	**1.25%**
	49,827,989	**30,710,319**	**11,826,438**	**7,013,207**	**278,025**	**-**	**-**
Profit rate sensitivity gap	**21,504,219**	**(11,197,606)**	**(2,464,022)**	**10,063,794**	**19,845,507**	**5,256,546**	**-**
Cumulative profit rate sensitivity gap	**-**	**21,504,219**	**32,701,825**	**35,165,847**	**25,102,053**	**5,256,546**	**-**

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iii) Exposure to profit rate risk – non-trading portfolios (continued)

		Repricing in:					
	Carrying amount	Less than 3 months	3-12 months	1-5 years	More than 5 years	Non-profit sensitive	Effective profit rate
2012							
Cash and balances with central banks	3,643,735	1,571,277	-	-	-	2,072,458	-
Due from banks	8,757,963	8,525,976	147,485	84,494	-	8	1.82%
Financing assets	43,137,334	17,392,914	10,765,189	11,970,467	3,008,764	-	5.76%
Investment securities	11,218,011	186,908	90,018	7,311,367	1,575,817	2,053,901	5.59%
	66,757,043	27,677,075	11,002,692	19,366,328	4,584,581	4,126,367	-
Due to banks	10,371,518	5,649,273	2,505,828	2,216,417	-	-	1.34%
Sukuk financing	5,415,628	-		5,415,628	-	-	3.55%
	15,787,146	5,649,273	2,505,828	7,632,045	-	-	-
Equity of unrestrcited investment account holders	34,065,482	25,667,071	7,574,258	824,153	-	-	1.7%
	49,852,628	31,316,344	10,080,086	8,456,198	-	-	-
Profit rate sensitivity gap	16,904,415	(3,639,269)	922,606	10,910,130	4,584,581	4,126,367	-
Cumulative profit rate sensitivity gap	-	16,904,415	20,543,684	19,621,078	8,710,948	4,126,367	-

Sensitivity analysis

The management of profit rate risk against profit rate gap limits is supplemented by monitoring the sensitivity of the Group's financial assets and liabilities to various standard and non - standard profit rate scenarios. Standard scenarios that are considered on a monthly basis include a 100 basis point (bp) parallel fall or rise in all yield curves worldwide and a 50 bp rise or fall in the greater than 12-month portion of all yield curves. An analysis of the Group's sensitivity to an increase or decrease in market profit rates, assuming no asymmetrical movement in yield curves and a constant financial position, is as follows:

Sensitivity of net profit	**100 bp parallel increase**	**100 bp parallel decrease**
2013		
At 31 December	(43.17 million)	43.17 million
2012		
At 31 December	(4.11 million)	4.11 million

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iii) Exposure to profit rate risk – non-trading portfolios (continued)

Sensitivity analysis (continued)

Overall non-trading profit rate risk positions are managed by Group Treasury, which uses financial investments, advances to banks, deposits from banks and risk management instrument s to manage the overall position arising from the Group's non-trading activities. The use of risk management instruments to manage profit rate risk.

(iv) Exposure to other market risks – non-trading portfolios

Foreign currency transactions

The result of structural foreign exchange positions on the Group's net investments in foreign subsidiaries and branches is recognised in equity. The Group's policy is only to hedge such exposures when not doing so would have a significant impact on the regulatory capital ratios of the Group and its subsidiaries. The result of this policy is that hedging generally only becomes necessary when the ratio of structural exposures in a particular currency to risk-weighted assets denominated in that currency diverges significantly from the capital ratio of the entity being considered. In addition to monitoring VaR in respect of foreign currency, the Group monitors any concentration risk in relation to any individual currency in regard to the translation of foreign currency transactions and monetary assets and liabilities into the respective functional currency of Group entities, and with regard to the translation of foreign operations into the presentation currency of the Group.

Functional currency of Group entities

	2013	2012
Net foreign currency exposure:		
Sterling Pounds	**140,039**	26,282
USD	**3,016,885**	(3,580,015)
Euro	**632,107**	(133,167)
Other currencies	**(2,597,389)**	203,303

The exchange rate of QAR against US Dollar has been pegged and the Group's exposure to currency risk is limited to that extent. The Group uses Shari'a compliant forward contracts to mitigate the other currency risks.

The table below indicates the effect of a reasonably possible movement of the currency rate against the QAR on the net profit for the year, with all other variables held constant:

	Increase / (decrease)	
5% change in currency exchange rate	**2013**	2012
Sterling Pound	**7,002**	1,314
USD	**150,844**	(179,001)
Euro	**31,605**	(6,658)
Other currencies	**(129,869)**	10,165

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(d) Market risks (continued)

(iv) Exposure to other market risks – non-trading portfolios (continued)

Equity price risk

Equity price risk is the risk that the fair value of equities decreases as a result of changes in the level of equity indices and individual stocks. The non-trading equity price risk exposure arises from equity securities classified as fair value through income statement and fair value through equity.

The Group is also exposed to equity price risk and the sensitivity analysis thereof is as follows:

Market Indices	Change in equity price %	Effect on equity		Effect on profit and loss	
		2013	2012	**2013**	2012
Qatar Exchange	**+/ - 10%**	**8,366**	36,154	**1,068**	307,489
Bahrain Stock Exchange	**+/ - 10%**	**3,268**	3,268	**-**	-
Damascus Securities Exchange	**+/ - 10%**	**5,799**	5,799	**-**	-
Tadawul - Saudi	**+/ - 10%**	**-**	80,268	**-**	-
France	**+/ - 10%**	**31,722**	212,421	**-**	-

The above analysis has been prepared on the assumption that all other variables such as profit rate, foreign exchange rate, etc are held constant and is based on historical correlation of the equity securities to the relevant index. Actual movement may be different from the one stated above.

(e) Operational risks

Operational risk is the risk of direct or indirect loss arising from a wide variety of causes associated with the Group's involvement with financial instruments, including processes, personnel, technology and infrastructure, and from external factors other than credit, market and liquidity risks such as those arising from legal and regulatory requirements and generally accepted standards of corporate behaviour.

The Group's objective is to manage operational risk so as to balance the avoidance of financial losses and damage to the Group's reputation with overall cost effectiveness and to avoid control procedures that restrict initiative and creativity.

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(e) Operational risks (continued)

The primary responsibility for the development and implementation of controls to address operational risk is assigned to senior management within each business unit. This responsibility is supported by the development of overall Group standards for the management of operational risk in the following areas:

- requirements for appropriate segregation of duties, including the independent authorisation of transactions;
- requirements for the reconciliation and monitoring of transactions;
- compliance with regulatory and other legal requirements;
- documentation of controls and procedures;
- requirements for the periodic assessment of operational risks faced, and the adequacy of controls and procedures to address the risks identified;
- requirements for the reporting of operational losses and proposed remedial action;
- development of contingency plans;
- training and professional development;
- ethical and business standards; and
- risk mitigation, including insurance where this is effective.

(f) Capital management

Regulatory capital

The Group's policy is to maintain a strong capital base so as to ensure investor, creditor and market confidence and to sustain future development of the business. The impact of the level of capital on shareholders' return is also recognised and the Group recognises the need to maintain a balance between the higher returns that might be possible with greater gearing and the advantages and security afforded by a sound capital position.

The Group and its individually regulated operations have complied with all externally imposed capital requirements throughout the year.

The capital adequacy ratio of the Group is calculated in accordance with the Basel II Committee guidelines as adopted by the QCB.

The Group's regulatory capital position under Basel II and QCB regulations at 31 December was as follows:

	2013	2012
Tier 1 capital	**9,224,557**	9,281,110
Tier 2 capital	**492,342**	443,016
Total regulatory capital	**9,716,899**	9,724,126

Tier 1 capital includes share capital, legal reserve, retained earnings, general reserve and other reserves.

Tier 2 capital includes risk reserve (up to 1.25% of the risk weighted assets) and fair value reserves (45% if positive and 100 % if negative).

At 31 December 2013 QAR '000s

4. FINANCIAL RISK MANAGEMENT (CONTINUED)

(f) Capital management (continued)

Risk weighted assets and carrying amounts

	Basel II risk weighted average	
	2013	2012
Risk weighted assets for credit risk	**52,613,788**	52,399,793
Risk weighted assets for market risk	**2,052,170**	7,030,074
Risk weighted assets for operational risk	**4,201,275**	3,671,808
Total risk weighted assets	**58,867,233**	63,101,675
Regulatory capital	**9,716,899**	9,724,126
Risk weighted assets as a percentage of regulatory capital (capital ratio)	**16.51%**	15.41%

The minimum ratio limit determined by QCB is 10% and the current Basel II capital adequacy requirement is 8%.

5 USE OF ESTIMATES AND JUDGMENTS

(a) Key sources of estimation uncertainty

The Group makes estimates and assumptions that affect the reported amounts of assets and liabilities. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

(i) Allowance for credit losses

Assets accounted for at amortised cost are evaluated for impairment on a basis described in significant accounting policies.

The specific counterparty component of the total allowances for impairment applies to financial assets evaluated individually for impairment and is based upon management's best estimate of the present value of the cash flows that are expected to be received. In estimating these cash flows, management makes judgements about a counterparty's financial situation and the net realisable value of any underlying collateral. Each impaired asset is assessed on its merits, and the workout strategy and estimate of cash flows considered recoverable are independently approved by the Credit Risk function. Minimum impairment on specific counter parties are determined based on the QCB regulations.

(ii) Determining fair values

The determination of fair value for financial assets and liabilities for which there is no observable market price requires the use of valuation techniques as described in significant accounting policies. For financial instruments that trade infrequently and have little price transparency, fair value is less objective, and requires varying degrees of judgement depending on liquidity, concentration, uncertainty of market factors, pricing assumptions and other risks affecting the specific instrument.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(a) Key sources of estimation uncertainty (continued)

(ii) Determining fair values (continued)

Fair value is determined for each investment individually in accordance with the general valuation policies as set out below;

i) For quoted investments, the fair value is determined by reference to quoted market bid prices at close of business on the reporting date.

ii) For unquoted investments, the fair value is determined by reference to recent significant buy or sell transactions with third parties that are either completed or are in progress. Where no recent significant transactions have been completed or are in progress, fair value is determined by reference to the current market value of similar investments. For others, the fair value is based on the net present value of estimated future cash flows, or other relevant valuation method.

iii) For investments that have fixed or determinable cash flows, fair value is based on the net present value of estimated future cash flows determined by the Group using current profit rates for investments with similar terms and risk characteristics.

iv) Investments which cannot be measured to fair value using any of the above techniques are carried at cost less impairment.

(b) Critical accounting judgements in applying the Group's accounting policies

(i) Valuation of financial instruments

The Group's accounting policy on fair value measurements is discussed in the significant accounting policies section. The Group measures fair values using the following fair value hierarchy that reflects the significance of the inputs used in making the measurements:

- Level 1: Quoted market price (unadjusted) in an active market for an identical instrument.
- Level 2: Valuation techniques based on observable inputs, either directly (i.e. as prices) or indirectly (i.e. derived from prices). This category includes instruments valued using: quoted market prices in active markets for similar instruments; quoted prices for identical or similar instruments in markets that are considered less than active; or other valuation techniques where all significant inputs are directly or indirectly observable from market data.
- Level 3: Valuation techniques using significant unobservable inputs. This category includes all instruments where the valuation technique includes inputs not based on observable data and the unobservable inputs have a significant effect on the instrument's valuation. This category includes instruments that are valued based on quoted prices for similar instruments where significant unobservable adjustments or assumptions are required to reflect differences between the instruments.

Fair values of financial assets and financial liabilities that are traded in active markets are based on quoted market prices or dealer price quotations. For all other financial instruments the Group determines fair values using valuation techniques.

At 31 December 2013 QAR '000s

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(i) Valuation of financial instruments (continued)

Valuation techniques include net present value and discounted cash flow models, comparison to similar instruments for which market observable prices exist and other valuation models. Assumptions and inputs used in valuation techniques include risk-free and benchmark profit rates, credit spreads and other premia used in estimating discount rates, sukuk and equity prices, foreign currency exchange rates, equity and equity index prices and expected price volatilities and correlations. The objective of valuation techniques is to arrive at a fair value determination that reflects the price of the financial instrument at the reporting date, that would have been determined by market participants acting at arm's length.

(ii) Financial asset classification

The table below analyses investment securities measured at fair value at the end of the year, by the level in the fair value hierarchy into which the fair value measurements categorised:

		Fair value measurement using		
2013	**Total**	**Quoted prices in active markets (Level 1)**	**Significant observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
Assets measured at fair value:				
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	**66,394**	**66,394**	**-**	**-**
Unquoted equity-type investments classified as fair value through income statement	**566,544**	**-**	**149,232**	**417,312**
Quoted equity-type investments classified as fair value through equity	**537,000**	**537,000**	**-**	**-**
Unquoted equity-type investments classified as fair value through equity	**618,678**	**-**	**581,704**	**36,974**

At 31 December 2013 QAR '000s

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(ii) Financial asset classification (continued)

		Fair value measurement using		
2012	Total	Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets measured at fair value:				
Investments securities :				
Quoted equity-type investments classified as fair value through income statement	137,957	137,957	-	-
Unquoted equity-type investments classified as fair value through income statement	630,542	-	-	630,542
Quoted debt-type investments classified as fair value through income statement	59,086	59,086	-	-
Unquoted debt-type investments classified as fair value through income statement	79,335	-	-	79,335
Quoted equity-type investments classified as fair value through equity	359,031	359,031	-	-
Unquoted equity-type investments classified as fair value through equity	871,796	-	137,632	734,164

During the current year and due to changes in market conditions for certain investment securities, quoted prices in active markets were no longer available for certain securities. However, there was sufficient information available to measure fair values of those securities using other valuation techniques. There have been no transactions between level 1 and level 2 during the years ended 31 December 2013 and 2012.

(iii) Useful lives of fixed assets

The Group's management determines the estimated useful life of fixed assets for calculating depreciation. This estimate is determined after considering the expected usage of the asset, physical wear and tear, technical or commercial obsolescence.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(iv) Useful life of intangible assets

The Group's management determines the estimated useful life of its intangible asssets for calculating amortisation. This estimate is determined after considering the expected economic benefits to be received from the use of intangible assets.

(v) Estimation of net realisable value for inventory and projects under development

Inventory and projects under development is stated at the lower of cost and net realisable value (NRV). NRV is assessed with reference to market conditions and prices existing at the statement of financial position date and is determined by the Group having taken suitable external advice and in the light of recent market transactions.

(vi) Impairment of fair value through equity investments

The Group determines that fair value through equity investments are impaired when there has been a 'significant' or 'prolonged' decline in the fair value below its cost. This determination of what is 'significant' or 'prolonged' requires judgment and is assessed based on qualitative and quantitative factors, for each fair value through equity investment separately. In making a judgment of impairment for fair value through equity investments, the Group evaluates among other factors, evidence of deterioration in the financial health of the entity, impact of delay in execution, industry and sector performance, changes in technology and operational and financing cash flows or whether it becomes probable that that the investee will enter bankruptcy or other financial reorganization.

(vii) Classification of assets held for sale

The Group classifies non-current assets or a disposal group as 'held for sale' if its carrying amount is expected to be recovered principally through a sale transaction rather than through continuing use. In addition, the sale is expected to be completed within one year from the date of classification. The expected time of completion of sale and management's plan to sell is based on management assumptions in relation to the condition of the asset and its current performance and requires judgment. There is no certainty on the execution and completion of the sale transaction and any changes in the plan to sell may cause the classification of the disposal group to be changed and consequently the basis of measurement, presentation and disclosure in the consolidated financial statements.

The Group considered all relevant facts and circumstances in assessing whether it has power over an investee and concluded that Group has the right of variable returns arising from QLand Real Estate SPC and has the ability to use its power to affect these returns.

QLand Real Estate SPC is classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations in consolidated financial statements of the Group

(viii) Valuation of investment properties

The Group's subsidiary 'Verdi SA' owns investment properties located in France that have been carried at fair value. In determining the fair value of these investment properties, management has obtained an 'external valuation' as at 31 December 2013.

Also the Group owns other investment properties which have been valued using external accredited valuers.

Assets of QLand predominantly comprise of investment properties, have been classified as "held for sale" and are carried at the fair value less costs to sell in the consolidated financial statements of the Group.

5 USE OF ESTIMATES AND JUDGMENTS (CONTINUED)

(b) Critical accounting judgements in applying the Group's accounting policies (continued)

(ix) Valuation of investments designated at fair value through income statement

The fair value of unquoted investments designated at fair value through statement of income is determined by management using various valuation techniques. Valuation techniques employed include using a market multiples approach, a discounted cash flow analysis and a comparable transaction approach amongst others. These techniques require management to make certain assumptions and estimates about expected future cash flows, revenues, profits and expected market conditions. Management ensures that in all cases these assumptions are reasonable and realistic.

The chosen valuation techniques make maximum use of market inputs as well as on entity-specific inputs. They incorporate all factors that market participants would consider in setting a price and are consistent with accepted economic methodologies for pricing financial instruments. Periodically, the Group calibrates the valuation techniques and test them for validity using prices from any observable current market transactions in the same instrument (i.e., without modification or repackaging) or based on any available observable market data.

(x) Going concern

The Group's management has made an assessment of the Group's ability to continue as a going concern and is satisfied that the Group has the resources to continue in business for the foreseeable future. Furthermore, the management is not aware of any material uncertainties that may cast significant doubt upon the Group's ability to continue as a going concern. Therefore, the consolidated financial statements continue to be prepared on the going concern basis.

6. OPERATING SEGMENTS

The Group has four reportable segments, as described below, which are the Group's strategic divisions. The strategic divisions offer different products and services, and are managed separately based on the Group's management and internal reporting structure. For each of the strategic divisions, the Chief Executive Officer reviews internal management reports on monthly basis. The following summary describes the operations in each of the Group's reportable segments.

Wholesale banking	Includes services offered to institutional investors, corporate, other banks, and investment vehicles such as mutual funds or pensions.
Personal banking	Includes services that are offered to individual customers through local branches of the bank which includes checking and savings accounts, credit cards, personal lines of credit, mortgages, and so forth.
Group function	Treasury, Investment, finance and other central functions
Local & international subsidiaries	Local and international subsidiaries include the Groups local and international subsidiaries all of which are consolidated in the group financial statements

Information regarding the results, assets and liabilities of each reportable segment is included below.

Performance is measured based on segment profit before tax, as included in the internal management reports that are reviewed by the Chief Executive Officer. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries.

As 31 December 2013 QAR '000s

6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments

2013	Wholesale banking	Personal banking	Group function	Local & international subsidiaries	Total
External revenue:					
Total net income from financing and investing activities	1,204,989	738,723	750,264	110,104	2,804,080
Net fee and commission income	134,755	89,161	17,356	47,272	288,544
Net foreign exchange gain (loss)	-	-	49,791	(5,707)	44,084
Share of results of associates	-	-	9,353	(3,172)	6,181
Other income	-	-	-	1,331	1,331
Inter segment revenue	(228,188)	176,766	51,422	-	-
Profit from subsidiary held for sale	-	-	-	4,062	4,062
Total segment income after discontinued operations	1,111,556	1,004,650	878,186	153,890	3,148,282
Staff costs , other expenses and depreciation and amortization	(198,365)	(375,218)	(88,620)	(185,851)	(848,054)
Sukuk holders' share of profit	-	-	(173,519)	-	(173,519)
Net return to unrestricted investment account holders	(167,114)	(216,731)	(23,568)	(41,377)	(448,790)
Other material non-cash items:					
Net impairment losses on investment securities	-	-	(255,148)	(7,602)	(262,750)
Net impairment losses on financing assets	(9,950)	(35,135)	-	(52,298)	(97,383)
Other impairment losses	-	-	(8,793)	(849)	(9,642)
Reportable segment net profit before tax	736,127	377,566	328,538	(134,087)	1,308,144
Reportable segment assets	34,267,160	12,365,437	27,470,061	3,251,586	77,354,244
Reportable segment liabilities and equity of unrestricted invstments account holders	22,632,168	23,791,502	15,456,570	1,801,344	63,681,584

QAR '000s

6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments (continued)

2012	Wholesale banking	Personal banking	Group function	Local & international subsidiaries	Total
External revenue:					
Total net income from financing and investing activities	1,457,353	591,642	602,235	15,253	2,666,483
Net fee and commission income	151,316	59,554	37,490	168,804	417,164
Net foreign exchange gain (loss)	-	-	33,832	(7,728)	26,104
Share of results of associates	-	-	(11,274)	(4,656)	(15,930)
Other income	-	-	10,867	382	11,249
Inter segment revenue	(398,003)	294,271	103,732	-	-
Loss from subsidiary held for sale	-	-	-	(42,137)	(42,137)
Total segment income after discontinued operations	1,210,666	945,467	776,882	129,918	3,062,933
Staff costs , other expenses and depreciation and amortization	(174,797)	(345,501)	(103,997)	(218,181)	(842,476)
Sukuk holders' share of profit	-	-	(120,625)	(9,157)	(129,782)
Net return to unrestricted investment account holders	(105,952)	(290,025)	(35,259)	(29,857)	(461,093)
Other material non-cash items:					
Net impairment losses on investment securities	-	-	(244,146)	(58,152)	(302,298)
Net impairment losses on financing assets	(126,709)	(31,754)	-	(29,793)	(188,256)
Other impairment losses	-	-	-	(11,379)	(11,379)
Reportable segment net profit before tax	803,208	278,187	272,855	(226,601)	1,127,649
Reportable segment assets	33,439,400	9,580,039	27,327,864	2,844,759	73,192,062
Reportable segment liabilities and equity of unrestricted invstments account holders	14,113,069	25,604,117	18,921,171	1,502,700	60,141,057

As 31 December 2013 QAR '000s

6. OPERATING SEGMENTS (CONTINUED)

Information about operating segments (continued)

Note:
Certain segment income and expenses for the year ended 31 December 2012 were reclassified in the consolidated financial statements to conform to the presentation and classification adopted in the current year.

7 FAIR VALUE AND CLASSICIATION OF FINANCIAL INSTRUMENTS

The table below sets out the carrying amounts and fair values of the Group's main financial assets and financial liabilities:

2013	Fair value through equity	Fair value through income statement	Amortised cost	Total carrying amount	Fair value
Cash and balances with central banks	-	-	2,992,762	2,992,762	2,992,762
Due from banks	-	-	6,348,139	6,348,139	6,348,139
Financing assets	-	-	47,139,466	47,139,466	47,139,466
Investment securities:					
- Measured at fair value	1,155,678	632,938	-	1,788,616	1,788,616
- Measured at amortised cost	-	-	13,063,225	13,063,225	13,063,225
Other assets	-	-	500,600	500,600	500,600
	1,155,678	632,938	70,044,192	71,832,808	71,832,808
Due to banks	-	-	6,490,703	6,490,703	6,490,703
Customers' current accounts	-	-	12,469,798	12,469,798	12,469,798
Sukuk financing	-	-	5,444,077	5,444,077	5,444,077
Other liabilities	-	-	1,378,530	1,378,530	1,378,530
	-	-	25,783,108	25,783,108	25,783,108

As at and for the year ended 31 December 2013 QAR '000s

7 FAIR VALUE AND CLASSICIATION OF FINANCIAL INSTRUMENTS (CONTINUED)

The table below sets out the carrying amounts and fair values of the Group's main financial assets and financial liabilities:

2012	Fair value through equity	Fair value through income statement	Amortised cost	Total carrying amount	Fair value
Cash and balances with central banks	-	-	3,643,735	3,643,735	3,643,735
Due from banks	-	-	8,757,963	8,757,963	8,757,963
Financing assets	-	-	43,137,334	43,137,334	43,137,334
Investment securities:					
- Measured at fair value	1,230,827	138,421	-	1,369,248	1,369,248
- Measured at amortised cost	-	-	11,218,011	11,218,011	11,121,956
Other assets	-	-	844,455	844,455	844,455
	1,230,827	138,421	67,601,498	68,970,746	68,874,691
Due to banks	-	-	10,371,518	10,371,518	10,371,518
Customers' current accounts	-	-	9,081,880	9,081,880	9,081,880
Sukuk financing	-	-	5,415,628	5,415,628	5,415,628
Other liabilities	-	-	1,001,367	1,001,367	1,001,367
	-	-	25,870,393	25,870,393	25,870,393

At 31 December 2013 QAR '000s

8. BUSINESS COMBINATION

Subsidiaries step acquisition

Arab Finance House L.L.C

	Principal activity	Date of acquisition	Proportion of voting equity interests acquired (%)	Consideration
Arab Finance House	Banking	December 2013	99.99	166,849

On 1 December 2013, QIB acquired additional 62.99% of the voting shares of Arab Finance House ("AFH") and obtained control over the financial and operating activities of AFH with 99.99% of the share capital. AFH is registered as an Islamic Bank in Lebanon and regulated by Banque Du Liban. The principal business lines of AFH LLC include corporate and retail banking.

The fair value of identifiable assets acquired and liabilities assumed of AFH as at the date of acquisition were:

	Fair values at the acquisition date	*Carrying amounts immediately prior to acquisition*
Assets		
Cash and bank balances	77,904	77,904
Placements with financial institutions	126,614	126,614
Investment securities	63,725	89,352
Financing assets	115,175	120,570
Other assets	128,984	105,324
	512,402	519,764
Liabilities		
Due to banks	180,142	180,142
Customer deposits	138,529	138,529
Other liabilities	62,995	64,099
	381,666	382,770
Net assets	130,736	136,994
Non-controlling interest (0.007%)	(9)	(10)
Total net assets acquired	130,727	136,984
Goodwill arising from acquisition	36,122	
Cost of business combination	166,849	
Consideration		
Cash consideration	116,163	
Fair value of QIB's equity interest in Arab Finance House held before the business combination	50,686	
	166,849	

From the date of acquisition, AFH has contributed QAR 13.7 million of operating loss and QAR 29.7 million losses to the net profit of the Group. If the combination had taken place at the beginning of the year, operating income would have been QAR 3,179 million instead of QAR 3,148 million and the profit attributable to shareholders of the Group would have been QAR 1,333 million instead of QAR 1,326 million.

8. BUSINESS COMBINATION (CONTINUED)

Subsidiaries step acquisition (continued)

Goodwill arising on step acquisition

Fair value of consideration	166,849
Plus: non-controlling interests (0.007% in AFH)	9
Less: fair value of identifiable net assets acquired	(130,736)
Goodwill arising on acquisition	36,122

The net assets recognised in the consolidated financial statements were based on the assessment of the fair value. The Group has assessed the fair value using an independent valaution for the assets and liabilities of AFH.

The valuation of the purchase price allocation was has not been completed by the date these consolidated financial statements were approved for issuance by management. The Group will recognise any adjustments to these provisional values after the completion of the fair value exercise during 2014.

Note that the Group used the carrying amount of QIB's equity interest in AFH held before the business combination to account for the goodwill as the differences between this carrying amount and its fair value based on the provisional amount was not material.

Non-controlling interests
The non-controlling interests (0.007% ownership interest) recognised at the acquisistion date was measured by reference to the fair value of the non-controlling interest and amounted to QAR 9.

At 31 December 2013 QAR '000s

8. BUSINESS COMBINATION (CONTINUED)

Subsidiaries step acquisition (continued)

Durat Al Doha Real Estate Investment and Development W.L.L

Effective from 1 January 2013, the Group obtained control over the financial and operating policies of its previous associate company, Durat Al Doha Real Estate Investment and Development W.L.L (the "Company") through management agreement with other shareholders in the Company.

Durat Al Doha Real Estate Investment and Development W.L.L is registered as a limited liability Company in the State of Qatar under commercial registration number 39916. The Company is engaged in real estate investment and development.

The fair value of identifiable assets acquired and liabilities assumed of the Company as at the date of acquisition are approximately the same as its carrying amounts and were as follow:

	Fair values at the acquisition date QR'000
Assets	
Cash and bank balances	**60**
Fixed assets	**249**
Other assets	**1,887,526**
	1,887,835
Liabilities	
Due to banks	**(1,415,943)**
Other liabilities	**(92,745)**
	(1,508,688)
Net assets	**379,147**
Non-controlling interest (60.13%)	**(228,019)**
Total net assets acquired and cost of business combination	**151,128**
Consideration	
Fair value of Group's share at the acquisition date	**151,128**
Plus: non-controlling interest	**228,019**
Less: fair value of identifiable net assets acquired	**(379,147)**
Goodwill arising on acquisition	**-**

8. BUSINESS COMBINATION (CONTINUED)

Subsidiaries step acquisition (continued)

Durat Al Doha Real Estate Investment and Development W.L.L (continued)

The non-controlling interests (60.13% ownership interest) recognised at the acquisition date was measured by reference to the fair value of the non-controlling interests and amounted to QAR 228,019 thousands.

During 2013, in compliance with the provisions of International Financial Reporting Standard 3 "Business Combinations", the Group has carried out one time "Purchase Price Allocation" (PPA) exercise for the value of the acquisition of the shares of Durat Al Doha Real Estate Investment and Development W.L.L. PPA identifies the value paid for the tangible assets, intangible assets and the goodwill arising on the acquisition. The intangibles identified on acquisition of shares in Durat Al Doha Real Estate Investment and Development W.L.L. were not material and accordingly were not considered.

QAR '000s

8. BUSINESS COMBINATION (CONTINUED)

Subsidiaries step acquisition (continued)

QInvest L.L.C

	Principal activity	Date of acquisition	Proportion of voting equity interests acquired (%)	Consideration
QInvest	Banking	March 2011	46.67	1,610,634

On 1 March 2011, QIB acquired additional 11.67% of the voting shares of QInvest LLC and obtained control over the financial and operating activities of QInvest LLC with 46.67% of voting shares. QInvest LLC was licensed by the Qatar Financial Centre Authority in April 2007 and is authorised by the Qatar Financial Centre Regulatory Authority. The business lines of QInvest LLC include investment banking, investment management, brokerage and wealth management; with dedicated origination and placement teams.

The fair value of identifiable assets acquired and liabilities assumed of QInvest LLC as at the date of acquisition were:

	Fair values at the acquisition date	*Carrying amounts immediately prior to acquisition*
Assets		
Cash and bank balances	231,188	231,188
Placements with financial institutions	444,289	444,289
Investment securities	1,563,335	1,563,335
Assets of a subsidiary held for sale	358,958	358,958
Investments in associates	446,915	446,915
Other assets	207,046	207,046
	3,251,731	**3,251,731**
Liabilities		
Liabilities of a subsidiary held for sale	(220,084)	(220,084)
Due to Banks	(18,014)	(18,014)
Other liabilities	(25,465)	(25,465)
	(263,563)	**(263,563)**
Net assets	**2,988,168**	**2,988,168**
Non-controlling interest (53.33%)	(1,593,590)	(1,593,590)
Total net assets acquired	**1,394,578**	**1,394,578**
Goodwill arising from acquisition	216,056	
Cost of business combination	**1,610,634**	
Consideration		
Cash consideration	656,110	
Fair value of QIB's equity interest in QInvest LLC held before the business combination	954,524	
	1,610,634	

At 31 December 2013 QAR '000s

8. BUSINESS COMBINATION (CONTINUED)

Subsidiaries step acquisition (continued)

Goodwill arising on step acquisition

Fair value of consideration	1,610,634
Plus: non-controlling interests (53.33% in QInvest)	1,593,590
Less: fair value of identifiable net assets acquired	(2,988,168)
Goodwill arising on acquisition	216,056

Non-controlling interests

The non-controlling interests (53.33% ownership interest) recognised at the acquisition date was measured by reference to the fair value of the non-controlling interests and amounted to QAR 1,593,590.

During 2012, in compliance with the provisions of International Financial Reporting Standard 3 "Business Combinations", the Group has carried out a one time "Purchase Price Allocation" (PPA) exercise for the value paid for the acquisition of shares of QInvest LLC. PPA identifies the value paid for the tangible assets, intangible assets and the goodwill arising on the acquisition. The intangibles identified on acquisition of shares in Q-Invest LLC were not material and accordingly were not considered.

9. CASH AND BALANCES WITH CENTRAL BANKS

	2013	2012
Cash	**375,893**	326,597
Cash reserve with QCB (i)	**2,178,599**	1,926,859
Other balances with QCB	**343,130**	1,244,679
Balances with other central banks	**95,140**	145,600
	2,992,762	3,643,735

(i) Cash reserve with QCB is not available for use in the Group's day to day operations.

10. DUE FROM BANKS

	2013	2012
Commodity Murabaha receivable	**2,057,530**	7,717,522
Wakala placements	**2,813,878**	780,989
Mudaraba placements	**446,782**	229,936
Current accounts	**1,034,407**	33,879
Deferred profit	**(4,458)**	(4,363)
	6,348,139	8,757,963

At 31 December 2013 QAR '000s

11. FINANCING ASSETS

(a) By type

	2013	2012
Murabaha	**26,761,937**	26,983,362
Musawama	**12,071,007**	9,935,679
Ijarah Muntahia Bittamleek	**12,332,885**	8,736,642
Istisna'a	**1,228,995**	2,432,551
Mudaraba	**197,691**	304,423
Others	**335,147**	279,957
Total financing assets	**52,927,662**	48,672,614
Less: Deferred profit	**5,324,634**	5,042,434
Specific impairment of financing assets	**425,317**	460,095
Suspended profit	**38,245**	32,751
Net financing assets	**47,139,466**	43,137,334

The impaired financing assets for which an impairment allowance was created amounted to QR 494 million as at 31 December 2013 representing 0.9 % of the gross financing assets (31 December 2012: QAR 802 million, representing 1.6% of the gross financing assets).

Impairment distribution by nature of the customer is as follow:

	2013	2012
Corporate	**112,705**	125,437
Retail and others	**312,612**	334,658
	425,317	460,095

(b) Movement in impairment of financing assets is as follows:

	2013	2012
Balance at 1 January	**460,095**	310,745
Provisions provided during the year	**167,461**	269,485
Recoveries during the year	**(70,078)**	(81,229)
Written off during the year	**(100,129)**	(38,906)
Transfer to other assets	**(32,032)**	-
Balance at 31 December	**425,317**	460,095

At 31 December 2013 QAR '000s

11. FINANCING ASSETS (CONTINUED)

(c) Movement in the impairment of financing assets - sector wise:

	Corporates	SMEs	Retail	Real Estate Mortgages	Total
Balance at 1 January 2013	**125,437**	**8,678**	**146,275**	**179,705**	**460,095**
Provisions provided during the year	**63,909**	**2,187**	**88,935**	**12,430**	**167,461**
Recoveries during the year	**(7,899)**	**(3,119)**	**(29,652)**	**(29,408)**	**(70,078)**
Written off during the year	**(68,742)**	**-**	**(1,085)**	**(30,302)**	**(100,129)**
Transfer to other assets		**-**	**-**	**(32,032)**	**(32,032)**
Balance at 31 December 2013	**112,705**	**7,746**	**204,473**	**100,393**	**425,317**
Balance at 1 January 2012	77,841	5,794	114,521	112,589	310,745
Provisions provided during the year	71,385	4,784	59,209	134,107	269,485
Recoveries during the year	(2,340)	(1,900)	(27,455)	(49,534)	(81,229)
Written off during the year	(21,449)	-	-	(17,457)	(38,906)
Balance at 31 December 2012	125,437	8,678	146,275	179,705	460,095

QAR '000s

11. FINANCING ASSETS (CONTINUED)

(d) By sector

2013	Murabaha	Musawama	Ijarah Muntahia Bittamleek	Istisna'a	Mudaraba	Others	Total
Government and related entities	6,651,510	-	163	62,597	-	102	6,714,372
Non-banking financial institutions	1,926,377	3,903	17,661	-	-	17	1,947,958
Industry	1,558,101	807,578	1,562,933	2,718	-	14,004	3,945,334
Commercial	5,599,803	357,240	601,219	219,672	7,096	83,303	6,868,333
Services	1,137,981	1,026,276	471,337	17,069	28,520	10,226	2,691,409
Contracting	1,861,709	164,054	211,125	15,736	162,075	10,405	2,425,104
Real estate	4,365,217	60,455	9,265,227	911,099	-	159,253	14,761,251
Personal	1,135,265	9,093,893	-	-	-	51,278	10,280,436
Others	2,525,974	557,608	203,220	104	-	6,559	3,293,465
Total financing assets	26,761,937	12,071,007	12,332,885	1,228,995	197,691	335,147	52,927,662
Less: Deferred profit							5,324,634
Provision for impairment of financing assets							425,317
Suspended profit							38,245
Net financing assets							47,139,466

Note:
Details of financing assets related to Sukuk backed assets issued during 2010 and 2012 are disclosed under Note 21.

QAR '000s

11. FINANCING ASSETS (CONTINUED)

(d) By sector (continued)

2012	Murabaha	Musawama	Ijarah Muntahia Bittamleek	Istisna'a	Mudaraba	Others	Total
Government and related entities	7,217,665	584	346,651	152,029	-	23	7,716,952
Non-banking financial institutions	2,118,084	58,829	28,701	-	-	16	2,205,630
Industry	943,937	721,042	-	5,334	-	10,850	1,681,163
Commercial	6,077,636	343,698	271,018	550,721	19,384	58,775	7,321,232
Services	995,760	948,152	114,556	11,757	26,768	8,484	2,105,477
Contracting	2,906,911	182,257	200,684	37,902	258,271	9,953	3,595,978
Real estate	4,472,626	21,979	7,698,520	1,674,389	-	86,986	13,954,500
Personal	812,834	7,110,636	-	-	-	99,229	8,022,699
Others	1,437,909	548,502	76,512	419	-	5,641	2,068,983
Total financing assets	26,983,362	9,935,679	8,736,642	2,432,551	304,423	279,957	48,672,614
Less: Deferred profit							5,042,434
Provision for impairment of financing assets							460,095
Suspended profit							32,751
Net financing assets							43,137,334

At 31 December 2013 QAR '000s

12. INVESTMENT SECURITIES

	2013			2012		
	Quoted	**Unquoted**	**Total**	Quoted	Unquoted	Total
Investments classified as fair value through income statement						
• equity-type investments	**66,394**	**566,544**	**632,938**	137,957	630,542	768,499
• debt-type investments (i)						
- Fixed rate	**-**	**-**	**-**	59,086	79,335	138,421
	66,394	**566,544**	**632,938**	197,043	709,877	906,920
Debt-type investments classified at amortised cost (i)						
- State of Qatar Sukuk	**91,000**	**11,730,000**	**11,821,000**	-	10,250,000	10,250,000
- Fixed rate	**868,535**	**232,050**	**1,100,585**	355,428	204,039	559,467
- Floating rate	**129,106**	**12,534**	**141,640**	343,392	65,152	408,544
	1,088,641	**11,974,584**	**13,063,225**	698,820	10,519,191	11,218,011
Equity-type investments classified as fair value through equity	**537,000**	**618,678**	**1,155,678**	359,031	871,796	1,230,827
	1,692,035	**13,159,806**	**14,851,841**	1,254,894	12,100,864	13,355,758

Notes:

(i) The fair value of the investments carried at amortised costs as at 31 December 2013 amounted to QAR 13,002,639 (2012: QAR 11,121,956).

(ii) The fair value hierarchy and the transfers between categories of fair value hierarchy are disclosed in Note 5 (b).

At 31 December 2013 QAR '000s

12. INVESTMENT SECURITIES (CONTINUED)

The movement in impairment of debt-type securities carried at amortised cost and equity-type securities (i) carried at fair value through equity is as follows:

	2013	2012
Balance at 1 January	**637,422**	310,882
Charge during the year	**262,750**	302,298
(Reversals) /adjustments during the year	**(52,688)**	24,242
Balance at 31 December	**847,484**	637,422

Note:
(i) In the case of equity-type investments classified as fair value through equity and measured at fair value, a significant (where market value has declined by a minimum of 20%) or prolonged (where market value has declined for 9 months at least) decline in the fair value of an investment below its cost is considered in determining whether the investments are impaired.

13. INVESTMENT IN ASSOCIATES

	2013	2012
Balance at 1 January	**875,311**	884,917
Foreign currency translation and other movements	**(8,261)**	4,653
Investments acquired during the year	**174,132**	10,671
Share of results	**6,181**	(15,930)
Cash dividend	**(9,000)**	(9,000)
Associate sold	**(3,039)**	-
Associates sold or transferred	**(293,664)**	-
Balance at 31 December	**741,660**	875,311

Name of the Company	Country of Incorporation	Company's Activities	Ownership % 2013	Ownership % 2012
Al Jazeera Finance Company (Q.P.S.C)	Qatar	Financing	30.00%	30.00%
Al Daman Islamic Insurance	Qatar	Insurance	25.00%	25.00%
Retaj Marketing and Project Management	Qatar	Real Estate	20.00%	20.00%
Panmure Gordon & Co. PLC	United Kingdom	Brokerage	43.70%	43.70%
Asian Finance Bank	Malaysia	Banking	50%	41.67%
Arab Finance House (i)	Lebanon	Banking	99.99%	37%

Note:
(i) As at 31 December 2013, the company is being reported as subsidiary which is disclosed in note 1 to the consolidated financial statements.

At 31 December 2013 QAR '000s

13 INVESTMENT IN ASSOCIATES (CONTINUED)

The financial position, revenue and result of associates based on its financial statements, as at and for the year ended 31 December 2013 and 2012 are as follows:

31 December 2013	**Al Jazeera**	**Al Daman**	**Retaj**	**Panmure Gordon**	**Asian Finance Bank**	**Arab Finance House**
Total assets	**2,542,046**	**535,808**	**206,471**	**393,992**	**3,216,679**	**-**
Total liabilities	**1,561,736**	**289,721**	**119,201**	**196,809**	**2,689,082**	**-**
Total revenue	**64,886**	**40,047**	**(15,665)**	**174,736**	**40,976**	**-**
Net profit (loss)	**18,755**	**4,212**	**(295)**	**1,585**	**(6,273)**	**-**
Share of profit (loss)	**5,626**	**3,541**	**(59)**	**(3,112)**	**(2,614)**	**2,799**

31 December 2012	Al Jazeera	Durat Al Doha	Al Daman	Retaj	Panmure Gordon	Arab Finance House	Asian Finance Bank	MIP/MIP-II
Total assets	1,485,502	1,965,756	414,809	397,779	312,125	549,850	3,345,537	-
Total liabilities	682,626	1,587,494	177,449	278,591	105,298	420,380	2,783,436	-
Total revenue	97,690	80	61,608	180,373	13,932	30,179	69,028	-
Net profit (loss)	59,720	(10,354)	18,971	(34,095)	(2,572)	36,697	(29,978)	-
Share of profit (loss)	17,916	(8,200)	4,743	(4,892)	237	(13,241)	(13,145)	652

Notes:

(i) Panmure Gordon & Co. PLC is listed on the Alternative Investment Market (AIM) in the UK. The closing share price of Panmure Gordon was QAR 9.52 as at 31 December 2013 (31 December 2012: QAR 0.85) having fair value of QAR 65 million. (31 December 2012: QAR 58 million). The other associate companies are not listed in any stock market.

At 31 December 2013 QAR '000s

14. INVESTMENT PROPERTIES

	2013	2012
Balance at 1 January	**774,232**	693,060
Disposals	**(271,334)**	-
Addition	**263,049**	-
Changes in fair value	**35,738**	81,172
Exchange rate revaluation	**(7,365)**	-
Impairment	**(1,787)**	-
Balance at 31 December	**792,533**	774,232

Note:

The investment properties are held either to earn rental income or for capital appreciation.

15. ASSETS OF A SUBSIDIARY AND LIABILITIES DIRECTLY ASSOCIATED WITH SUCH ASSETS CLASSIFIED AS HELD FOR SALE

	2013	2012
Assets		
Cash and cash equivalents	**8,354**	15,718
Investment property	**294,509**	277,920
Other assets	**270**	-
Total assets	**303,133**	293,638
Liabilities		
Murabaha financing	**-**	192,557
Other liabilities	**5,267**	12,625
Total liabilities	**5,267**	205,182
Profit /(loss) for the year	**4,062**	(42,137)

Notes:

(i) As at December 2012, the Group has classified the assets of its subsidiary 'Verdi SA', a limited liability company incorporated under the laws of Luxembourg, as held for sale. All the assets and liabilities of the subsidiary are classified as held for sale in the consolidated financial statements.

(ii) As of 31 December 2013, Verdi SA has been reclassified from held for sale to normal subsidiary during the year due to change in management plans. Verdi assets have accordingly been re-measured at the lower of (a) carrying amount before the subsidiary was classified as held for sale, and (b) recoverable amount at the date of the subsequent decision not to sell. As a result, the comparitive figures have been represented.

15. ASSETS OF A SUBSIDIARY AND LIABILITIES DIRECTLY ASSOCIATED WITH SUCH ASSETS CLASSIFIED AS HELD FOR SALE (CONTINUED)

(iii) During the current year, QInvest entered into a Murabaha agreement with a Qatari entity, Q Land Real Estate SPC (" Q land") that holds the legal ownership of properties currently leased (the "properties"). Under the terms of a commodity Murabaha agreement (without transfer of the legal ownership of the properties), QInvest provided a financing of QAR 290 million to QLand .

In addition to fixed return on Murabaha, QInvest will be entitled to 100% of any additional proceeds from the properties through a Wa'ad. The Murabaha and the Wa'ad will be secured by a mortgage over the properties and an assignment of the lease proceeds to the Group.

In addition and despite the fact that the Group is not a direct or indirect shareholder in QLand, it has been granted several controlling rights over QLand under an irrevocable power of attorney granted in favor of QInvest for managing, disposing, renting etc. the properties and the Articles of Association of QLand which prohibits QLand from including, but not limited to, disposing of or providing mortgage over any of QLand's assets, appointing and removing QLand's directors, liquidating or dissolving QLand, obtaining any loans from financial institutions and providing any covenants or security in this regard, etc…. without the prior written approval of QInvest.

The Group intends to dispose QLand during the next year, therefore it has been classified as held for sale.

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16. FIXED ASSETS

	Land and buildings	IT equipments	Fixtures and fittings	Motor vehicles	Total
Cost					
Balance at 1 January 2013	**303,738**	**113,185**	**182,458**	**5,975**	**605,356**
Additions	**5,080**	**25,226**	**21,085**	**924**	**52,315**
Acquistion of a subsidary	**67,455**	**4,026**	**9,494**	**418**	**81,393**
Disposals	**-**	**(2,233)**	**(7,668)**	**(588)**	**(10,489)**
Balance at 31 December 2013	**376,273**	**140,204**	**205,369**	**6,729**	**728,575**
Balance at 1 January 2012	262,611	103,329	178,002	5,328	549,270
Additions	41,127	14,332	7,346	678	63,483
Disposals	-	(4,476)	(2,890)	(31)	(7,397)
Balance at 31 December 2012	303,738	113,185	182,458	5,975	605,356
Accumulated depreciation					
Balance at 1 January 2013	**49,839**	**72,749**	**100,681**	**4,721**	**227,990**
Depreciation charged during the year	**5,163**	**19,868**	**23,771**	**527**	**49,329**
Acquistion of a subsidary	**11,185**	**3,267**	**4,021**	**324**	**18,797**
Disposals	**-**	**(2,072)**	**(1,080)**	**(570)**	**(3,722)**
Balance at 31 December 2013	**66,187**	**93,812**	**127,393**	**5,002**	**292,394**
Balance at 1 January 2012	44,169	59,345	79,726	3,915	187,155
Depreciation charged during the year	5,670	17,848	23,756	833	48,107
Disposals	-	(4,444)	(2,801)	(27)	(7,272)
Balance at 31 December 2012	49,839	72,749	100,681	4,721	227,990
Carrying amounts					
Balance at 1 January 2012	218,442	43,984	98,276	1,413	362,115
Balance at 31 December 2012	253,899	40,436	81,777	1,254	377,366
Balance at 31 December 2013	**310,086**	**46,392**	**77,976**	**1,727**	**436,181**

At 31 December 2013 QAR '000s

17. INTANGIBLE ASSETS

	Goodwill	Trade marks	Software	Total
Balance at 1 January 2013	**216,056**	**900**	**32,863**	**249,819**
Additions	**36,122**	**-**	**45,461**	**81,583**
Acquistion of a subsidary	**-**	**-**	**1,283**	**1,283**
Amortisation during the year	**-**	**(209)**	**(13,657)**	**(13,866)**
Balance at 31 December 2013	**252,178**	**691**	**65,950**	**318,819**
Balance at 1 January 2012	216,056	1,056	39,024	256,136
Additions	-	-	6,172	6,172
Amortisation during the year	-	(156)	(12,333)	(12,489)
Balance at 31 December 2012	216,056	900	32,863	249,819

Note:

Goodwill computation: details on goodwill arising on acquisition are disclosed in Note 8 Business Combination.

Goodwill acquired through the step acquisition of QInvest L.L.C has been allocated to one CGU, which is the investment banking. An impairment testing of the goodwill was undertaken by management as at 31 December 2013. The recoverable amount of the investment in QInvest was determined using the sum of parts method. The sum of parts method requires valuing the different investments of the business separately and adding the values of the different investments of the business together, in the following manner:

- Fair value of the fee generating businesses was determined using the discounted cash flow method (DCF)
- Fair value of the following investment securities:
    - Fair value through profit and loss was valued using the discounted future cash flows ("DCF")/market method
    - Sukuk investment was valued using the market method
    - Fair value through equity investments ("FVTE") was valued using the DCF/market method
    - Net assets of subsidiaries held for sale was determined using the market method
    - Investment in associate was valued using the DCF method

Key assumptions used in the valuation

- QInvest plans to grow its fee income over the next five years.
- QIvest plans to deploy capital from low yield short term to higher yielding investments.
- QInvest plans to continue with its success in real estate investments and growth in its asset management business.
- QInvest plans to earn income from churning of its FVTE listed equity portfolio during the forecast period.
- QInvest plans to fund its financial position growth through borrowings and partly through customer deposits.
- QInvest is planning on maintaining stability and controlling its cost base over the next five years.

Discount rate

The discount rate used in the valuation under the DCF method was determined using the weighted average cost of capital (WACC). The WACC is calculated by weighing the required returns on profit-bearing debt and common equity capital in proportion to their estimated percentages in an expected industry capital structure. The cost of equity was estimated using the capital assets pricing model (CAPM).

At 31 December 2013 QAR '000s

18. OTHER ASSETS

	2013	2012
Accrued profit	**423,236**	652,476
Work in progress (i)	**190,487**	224,005
Sundry debtors	**62,356**	124,648
Repossessed collateral (ii)	**63,226**	120,000
Deferred tax assets	**93,100**	96,556
Real estate investments of a subsidiary company	**82**	81,630
Prepayments and advances	**79,198**	52,319
Others (iii)	**2,518,025**	375,272
	3,429,710	1,726,906

Notes:

(i) Work in progress represents real estate projects under construction, branches and ATM locations under development and others.

(ii) This represents the net value of the property acquired in settlement of financing assets which is stated at its acquisition value less impairment allowance. The estimated market values of this property as at 31 December 2013 amounted to QAR 71 million (2012 balance related to repossed collateral acquired in settlement of financing assets during 2011 which was stated at its acquisition value and sold was duirng 2013).

(iii) Others includes properties under development of a subsidiary company amounting to QAR 2,184,867 (2012: QAR Nil).

19. DUE TO BANKS

	2013	2012
Wakala payable	**4,619,643**	10,173,983
Commodity Murabaha payable	**104,664**	158,754
Current accounts	**1,767,710**	43,144
Deferred cost	**(1,314)**	(4,363)
	6,490,703	10,371,518

20. CUSTOMERS' CURRENT ACCOUNTS

	2013	2012
Current accounts by sector:		
- Government	**526,064**	291,585
- Non-banking financial institutions	**181,390**	228,509
- Corporate	**4,707,146**	1,608,871
- Individuals	**7,055,198**	6,952,915
	12,469,798	9,081,880

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21. SUKUK FINANCING

During 2010, through a Sharia'a compliant Sukuk Financing arrangement, and after getting the Sharia'a Board approval, the Bank raised a medium term, maturing on 7 October 2015, finance amounting to QAR 2,713 million net-off the related issuance cost of QAR 17 million to be amortized over its period of maturity (5 years). The Sukuks are listed in London Stock Exchange.

The Sukuks bear a fixed profit rate of 3.856% payable to the investors on a semi-annual basis.

Additionally, during 2012, and as part of a Sharia' approved programme to issue QAR 5,460 million Sukuks through a special purpose entity ("QIB Sukuk Ltd"), QAR 2,730 million Sukuks were issued on behalf of the Bank with total issuance cost of QAR 10 million. The Sukuk were issued at an annual fixed profit rate of 2.5% paid semi-annually with a tenor of 5 years maturing in October 2017. The Sukuks are listed in the Irish Stock Exchange. The Sukuks were issued on a capacity of assets' backed Sukuk.

The terms of the two above sukuks' arrangement include transfer of certain identified assets including original leased and musharakat assets, Sharia'a compliant authorised investments and any replaced assets of the Group to QIB Sukuk Funding Limited and QIB Sukuk Ltd, both are subsidiaries of the Group.

The Group controls the assets which will continue to be serviced by the Bank. Upon maturity of the Sukuks, the Bank has undertaken to repurchase the assets at the same issuance price.

The details of financing assets backing the Sukuk as at 31 December are as follows:

At 31 December	**2013**	2012
Murabaha	**3,111,851**	2,801,043
Ijarah	**4,595,045**	3,686,082
Total financing assets related to the Sukuk	**7,706,896**	6,487,125

At 31 December 2013 QAR '000s

22. OTHER LIABILITIES

	Note	2013	2012
Accrued expenses		**172,072**	109,857
Manager cheques		**241,886**	98,896
Customers advances		**93,560**	98,537
Employees' end of service benefits	(i)	**91,986**	90,906
Naps and visa settlements		**97,886**	90,210
Cash margins		**99,882**	75,096
Accrued profit to Sukuk holders		**40,504**	40,504
Contribution to Social and Sports fund		**33,385**	31,036
Dividend payable		**27,005**	26,492
Clearing cheques		**7,844**	1,922
Customers' participation in funds		**-**	1,252
Pension fund		**650**	589
Others		**471,870**	336,070
		1,378,530	1,001,367

Note:

(i) Movement in employees' end of service benefits is as follows:

	2013	2012
Balance at 1 January	**90,906**	84,551
Charge for the year	**23,853**	22,266
Payments made during the year	**(22,773)**	(15,911)
Balance at 31 December	**91,986**	90,906

At 31 December 2013 QAR '000s

23. EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS

	2013	2012
Unrestricted investment account holders balance before share of profit	**37,753,249**	33,904,309
Add: Profits for unrestricted investment account holders for the year (a)	**448,790**	461,093
Less: Profit paid during the year	**(326,949)**	(332,882)
Total unrestricted investment account holders balance after share of profit and before share of fair value reserve (b)	**37,875,090**	34,032,520

By type:	2013	2012
Term accounts	**23,528,577**	21,672,200
Saving accounts	**9,798,684**	7,273,697
Call accounts	**4,547,829**	5,086,623
Total (b)	**37,875,090**	34,032,520

By sector:		
Retail	**17,040,004**	17,693,537
Corporate	**10,872,765**	6,330,036
Non-banking financial institution	**4,316,032**	5,023,094
Government	**5,625,668**	4,981,611
Banks	**20,621**	4,242
Total (b)	**37,875,090**	34,032,520

	2013	2012
Total unrestricted investment account holders balance after share of profit and before share of fair value reserve (b)	**37,875,090**	34,032,520
Share in fair value reserve	**18,119**	32,962
Total unrestricted investment account holders balance	**37,893,209**	34,065,482

	2013	2012
Share of unrestricted investment account holders' of the profit for the year	**809,176**	888,767
Less: Mudarib share	**(360,386)**	(433,221)
Shareholders' contribution	**-**	5,547
Total profit distributed to investment account holders for the year (a)	**448,790**	461,093

At 31 December 2013 QAR '000s

24. EQUITY

(a) Share capital

	2013	2012
At 1 January	**2,362,932**	2,362,932
At 31 December	**2,362,932**	2,362,932

At 31 December 2013 the authorised and issued share capital comprised 236 million ordinary shares (2012: 236 million), having a par value of QAR 10 per share.

The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders meetings of the Bank.

(b) Legal reserve

In accordance with QCB Law No. 13 of 2012 as amended, 10% of net profit attributable to the owners of the Bank for the year is required to be transferred to the reserve until the legal reserve equals 100% of the paid up share capital. This reserve is not available for distribution except in circumstances specified in Qatar Commercial Companies Law No. 5 of 2002 and after QCB approval. No appropriation was made in the current year as the legal reserve equal more than 100% of the paid up share capital.

(c) Risk reserve

In accordance with QCB regulations, a risk reserve should be created to cover contingencies on both the public and private sector financing assets, with a minimum requirement of 2.5 % of the total private sector exposure granted by the Group inside and outside Qatar after the exclusion of the specific provisions and profit in suspense. The finance provided to / or secured by the Ministry of Finance – Qatar or finance against cash guarantees is excluded from the gross direct finance. The total amount transferred to the risk reserve amounted to QAR 321.3 million (2012: QAR 334.7 million).

(d) General reserve

In accordance with the Articles of Association of the Bank, the General Assembly may transfer a portion of the net profits to the general reserve which could be based on the General Assembly Resolution as per recommendation from Board of Directors and after the approval from Qatar Central Bank.

At 31 December 2013 QAR '000s

24. EQUITY (CONTINUED)

(e) Fair value reserves

2013	**Net movement during the year**
Opening balance	**86,074**
Investments carried as fair value through equity:	
Movement in fair value through fair value reserve	**(8,797)**
Plus: Share of equity of unrestricted investment account holders	**6,008**
Revaluation of investment properties:	
Movement in investment property fair value	**35,738**
Less: Share of equity to unrestricted investment account holders	**(24,127)**
	94,896

2012	Net movement during the year
Opening balance	(30,514)
Investments carried as fair value through equity:	
Movement in fair value through fair value reserve	68,378
Plus: Share of equity of unrestricted investment account holders	5,506
Revaluation of investment properties:	
Movement in investment propety fair value	81,172
Less: Share of equity to unrestricted investment account holders	(38,468)
	86,074

(f) Foreign currency translation reserve

The foreign currency translation reserve comprises all foreign exchange differences arising from the translation of the financial statements of foreign operations as well as from the translation of liabilities and gains and losses on risk management instruments that hedge the Group's net investment in foreign operations.

(g) Other reserves

Other reserves represent the Group's share in the undistributed profit from investments in associate companies after deducting the received dividends as per QCB regulations. During the year QAR 77,022 thousand was transferred from other reserves to retained earnings (2012: QAR 159,585 thousand was transferred from retained earnings to other reserves representing profit earned during 2012 on financing facility provided to an associate Company as instructed by QCB).

(h) Proposed cash dividends

The Board of Directors has proposed a cash dividend of 40% of the paid up share capital amounting to QAR 945 million – QAR 4 per share (2012: 37.5% of paid up share capital amounting to QAR 886 million – QAR 3.75 per share) which is subject to approval at the Annual General Meeting of the shareholders of the Bank.

25. NON-CONTROLLING INTERESTS

This represents the Group's non-controlling interests in QInvest LLC, QIB (UK), Aqar Real Estate Development & Investment, Arab Finance House, Durat Al Doha Real Estate Investment & Development Company.

At 31 December 2013 QAR '000s

26. NET INCOME FROM FINANCING ACTIVITIES

	2013	2012
Murabaha	**838,311**	992,135
Musawama	**661,208**	532,739
Ijarah	**415,105**	319,779
Istisna'a	**66,432**	185,250
Mudaraba	**14,562**	47,536
Others	**7,583**	3,921
	2,003,201	2,081,360

27. NET INCOME FROM INVESTING ACTIVITIES

	2013	2012
Income from investment in debt-type instruments	**608,781**	622,041
Net gain on sale of equity-type investments	**16,163**	36,713
Net income (cost) of inter-bank placements with/from Islamic banks	**4,106**	(26,266)
Net gain on sale of debt-type investments	**23,252**	22,938
Net gain on sale of properties held for trading	**90,112**	38,035
Fair value gain / (loss) on investment securities carried as fair value through income statement	**17,854**	(172,967)
Income from investment properties	**14,157**	27,154
Dividend income	**26,454**	37,475
	800,879	585,123

28. NET FEE AND COMMISSION INCOME

	2013	2012
Management fees	**83,683**	105,987
Letters of credit and guarantees	**57,304**	87,780
Banking services fees	**144,668**	106,984
Advisory fees	**23,065**	160,483
Others	**55,558**	11,299
	364,278	472,533
Fee and commission expense	**(75,734)**	(55,369)
Net fee and commission income	**288,544**	417,164

29. NET FOREIGN EXCHANGE GAIN

	2013	2012
Dealing in foreign currencies	**17,229**	11,350
Revaluation of assets and liabilities	**26,855**	14,754
	44,084	26,104

At 31 December 2013 QAR '000s

30. STAFF COSTS

	2013	2012
Salaries and other beneifts	**462,591**	452,488
Staff pension fund costs	**8,133**	9,563
Staff indemnity costs	**23,853**	22,266
	494,577	484,317

31. OTHER EXPENSES

	2013	2012
Legal and professional fees	**31,310**	48,117
Rent	**46,521**	41,774
Service expenses	**50,854**	36,927
Board of Directors' remuneration	**30,482**	35,234
IT expenses	**37,293**	32,893
Advertising and marketing expenses	**24,891**	27,991
Communication and utilities	**32,962**	25,454
Subscription fees	**5,102**	4,388
Repairs and maintenance	**5,319**	4,133
Insurance costs	**2,386**	1,493
Other expenses	**23,162**	39,159
	290,282	297,563

32. TAX EXPENSE

	2013	2012
Current tax expense		
Current year	**14,008**	5,817
	14,008	5,817
Deferred tax expense		
Origination and reversal of temporary differences	**(24,727)**	(5,663)
Reduction in tax rate	**-**	1,404
Recognition of previously unrecognised tax losses	**(6,740)**	400
	(31,467)	(3,859)
Total tax expense	**(17,459)**	1,958

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33. CONTINGENT LIABILITIES AND COMMITMENTS

		2013	2012
a)	**Contingent liabilities**		
	Unutilised financing facilities	**5,021,685**	4,741,872
	Acceptances	**460,844**	420,321
	Guarantees	**5,308,901**	5,611,126
	Letters of credit	**1,188,790**	1,470,011
		11,980,220	12,243,330
b)	**Commitments**		
	Investment commitment (i)	**163,800**	1,128,400
	Other risk management instruments	**7,566,595**	10,779,839
		7,730,395	11,908,239
	Total	**19,710,615**	24,151,569

Unutilised financing facilities

Commitments to extend credit represent contractual commitments to make financings and revolving financing. The majority of these will expire in the next year. Since commitments may expire without being drawn upon, the total contractual amounts do not necessarily represent future cash requirements.

Acceptances, Guarantees and Letters of Credit

Acceptances, guarantees and letters of credit commit the Group to make payments on behalf of customers in case of a specific event. Guarantees and standby letters of credit carry the same credit risk as financing.

Note (i):

On 6 May 2012, QInvest LLC (subsidiary of the Group) entered into a definitive agreement with EFG Hermes Holding S.A.E ("EFG Hermes") involving EFG Hermes' Brokerage, Research, Assets Management, Investment Banking and Infrastructure Fund Business. Pursuant to the agreement, EFG Hermes and QInvest will enter into a joint venture at the level of EFG Hermes Qatar L.L.C, to be 60% owned by QInvest and 40% owned by EFG Hermes. EFG Hermes will also have the right to sell its entire 40% shareholding in the JV Company to QInvest at any time during the period between 12 to 36 months from signing of the transaction at a price of EGP 1 billion. QInvest will have the right to acquire from EFG Hermes its entire 40% shareholding at any time during the period between 12 to 36 months from signing of the transaction at the higher of QR 601 million or fair market value at the time of the exercise subject to a cap. At closing of the joint venture transaction, QInvest will also acquire 60% of the seed capital of the asset management business at market value from EFG Hermes.

On 16 September 2012, the Extraordinary General Assembly meeting of EFG Hermes approved the transaction.

On 1 January 2013, QInvest paid QR 30 million to acquire 60% of the share capital of EFG Hermes Qatar LLC by way of a share subscription. The remaining amount of QR 880 million were supposed to be paid by QInvest to EFG Hermes Qatar LLC at completion; this amount is supposed to be used by EFG Hermes Qatar LLC to acquire the identified target companies from EFG Hermes. In addition to the above, QInvest was supposed to acquire 60% of the asset management seed capital from EFG Hermes on the date of final closing.

QInvest and EFG Hermes did not get the final regulatory approvals by 10 May 2013. The transaction lapsed as per agreement terms, the outstanding commitment was extinguished and the initial consideration paid amounting to QR 30 million was received back from EFG Hermes Qatar LLC in May 2013.

At 31 December 2013 QAR '000s

33. CONTINGENT LIABILITIES AND COMMITMENTS (CONTINUED)

c) Lease commitments

Operating lease rentals are payable as follows:

	2013	2012
Less than one year	**5,688**	19,737
Between one and five years	**53,797**	69,486
More than five years	**86,483**	88,269
	145,968	177,492

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34. CONCENTRATION OF ASSETS, LIABILITIES AND EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS

Geographical sector

Following is the concentration of assets, liabilities and equity of unrestricted investment account holders into geographical sectors regions:

2013	Qatar	Other GCC	Europe	North America	Others	Total
Assets						
Cash and balances with central banks	**2,879,595**	**-**	**6**	**-**	**113,161**	**2,992,762**
Due from banks	**1,463,029**	**2,545,194**	**311,715**	**89,989**	**1,938,212**	**6,348,139**
Financing assets	**44,355,222**	**868,780**	**792,087**	**182,000**	**941,377**	**47,139,466**
Investment securities	**11,875,746**	**938,042**	**1,121,961**	**279,505**	**636,587**	**14,851,841**
Investment in associates	**376,331**	**-**	**94,435**	**-**	**270,894**	**741,660**
Investment properties	**179,874**	**-**	**612,659**	**-**	**-**	**792,533**
Assets of a subsidiary held for sale	**303,133**	**-**	**-**	**-**	**-**	**303,133**
Fixed assets	**367,314**	**349**	**2,210**	**-**	**66,308**	**436,181**
Intangible assets	**314,441**	**589**	**229**	**-**	**3,560**	**318,819**
Other assets	**3,103,018**	**74,052**	**187,282**	**1,453**	**63,905**	**3,429,710**
Total assets	**65,217,703**	**4,427,006**	**3,122,584**	**552,947**	**4,034,004**	**77,354,244**
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	**1,654,743**	**2,554,084**	**226,363**	**-**	**2,055,513**	**6,490,703**
Customers' current accounts	**12,281,567**	**5,171**	**13,932**	**64**	**169,064**	**12,469,798**
Sukuk financing	**5,444,077**	**-**	**-**	**-**	**-**	**5,444,077**
Liabilities of a subsidiary held for sale	**5,267**	**-**	**-**	**-**	**-**	**5,267**
Other liabilities	**1,074,378**	**96,237**	**46,543**	**-**	**161,372**	**1,378,530**
Total liabilities	**20,460,032**	**2,655,492**	**286,838**	**64**	**2,385,949**	**25,788,375**
Equity of unrestricted investment account holders	**34,254,013**	**2,888,071**	**411,919**	**5,508**	**333,698**	**37,893,209**
Total liabilities and equity of unrestricted investment account holders	**54,714,045**	**5,543,563**	**698,757**	**5,572**	**2,719,647**	**63,681,584**

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34. CONCENTRATION OF ASSETS, LIABILITIES AND EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS (CONTINUED)

Geographical sector (continued)

2012	Qatar	Other GCC	Europe	North America	Others	Total
Assets						
Cash and balances with central banks	3,498,132	-	3	-	145,600	3,643,735
Due from banks	4,905,518	2,938,409	508,332	14,582	391,122	8,757,963
Financing assets	40,380,926	819,796	1,159,295	72,800	704,517	43,137,334
Investment securities	10,852,682	1,120,417	590,643	265,832	526,184	13,355,758
Investment in associates	506,417	-	98,788	-	270,106	875,311
Investment properties	415,469	-	358,763	-	-	774,232
Assets of a subsidiary held for sale	-	-	293,638	-	-	293,638
Fixed assets	372,023	2,599	2,744	-	-	377,366
Intangible assets	248,619	826	374	-	-	249,819
Other assets	1,422,382	77,844	209,497	3,673	13,510	1,726,906
Total assets	62,602,168	4,959,891	3,222,077	356,887	2,051,039	73,192,062
Liabilities and equity of unrestricted investment account holders						
Liabilities						
Due to banks	4,917,778	2,937,648	421,600	-	2,094,492	10,371,518
Customers' current accounts	9,004,879	44,780	24,987	131	7,103	9,081,880
Sukuk financing	5,415,628	-	-	-	-	5,415,628
Liabilities of a subsidiary held for sale	-	-	205,182	-	-	205,182
Other liabilities	996,298	1,217	540	-	3,312	1,001,367
Total liabilities	20,334,583	2,983,645	652,309	131	2,104,907	26,075,575
Equity of unrestricted investment account holders	31,194,194	2,276,517	463,292	114,912	16,567	34,065,482
Total liabilities and equity of unrestricted investment account holders	51,528,777	5,260,162	1,115,601	115,043	2,121,474	60,141,057

At 31 December 2013 QAR '000s

35. BASIC AND DILUTED EARNINGS PER SHARE

Earnings per share are calculated by dividing the net profit for the year attributable to the shareholders of the Bank by the weighted average number of ordinary shares in issue during the year.

	2013	2012
Profit for the year attributable to the shareholders of the Bank	**1,335,400**	1,241,445
Weighted average number of outstanding shares	**236,293**	236,293
Earnings per share (QAR)	**5.65**	5.25

The weighted average number of shares have been calculated as follows:

	2013	2012
Weighted average number of shares at 1 January	**236,293**	236,293
Weighted average number of shares at 31 December	**236,293**	236,293

36. CASH AND CASH EQUIVALENTS

For the purpose of the consolidated statement of cash flows, cash and cash equivalents comprise the following balances with original maturities of less than three months:

	2013	2012
Cash and balances with central banks (excluding restricted QCB reserve account)	**814,159**	1,716,876
Due from banks	**5,709,645**	8,525,984
	6,523,804	10,242,860

At 31 December 2013 QAR ‘000s

37. RELATED PARTIES

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties include the significant shareholders and entities over which the Group and the shareholders’ exercise significant influence, directors and executive management of the Group.

The related party transactions and balances included in these consolidated financial statements are as follows:

	2013			2012		
	Associate companies	**Board of Directors**	**Others**	Associate Companies	Board of Directors	Others
Assets:						
Financing assets	**312,457**	**356,188**	**93,571**	2,570,555	325,550	-
Other assets	**4**	**-**	**-**	38,914	-	212,093
Equity of unrestricted investment account holders	**13,853**	**116,004**	**-**	7,791	128,540	39,767
Off balance sheet items:						
Contingent liabilities, guarantees and other commitments	**639**	**214,695**	**360,047**	-	184,242	1,035,256
Consolidated statement of income items:						
Financing income	**14,523**	**3,509**	**1,704**	29,919	4,587	3,144
Profit paid on deposits	**1,333**	**1,047**	**-**	2,039	9,640	-
Others	**-**	**-**	**746**	-	-	6,538

Key management personnel compensation for the year comprised:

	2013	2012
Short-term employee benefits	**62,031**	56,688
Board of Directors’ remuneration	**30,482**	35,234
	92,513	91,922

At 31 December 2013 QAR '000s

38 MATERIAL PARTLY-OWNED SUBSIDIARIES

Financial information of subsidiaries that have material non-controlling interests are provided below:

Proportion of equity interest held by non-controlling interests:

Name	**Country of incorporation and operation**	**2013**	2012
Q-Invest L.L.C	Qatar	**52.85%**	53.04%
Aqar Real Estate Investment and Development	Qatar	**51.00%**	51.00%
Durat Al-Doha Real Estate Investments	Qatar	**60.13%**	60.13%
QIB -UK	United Kingdom	**0.57%**	30.00%
Arab Finance House L.L.C	Lebanon	**0.007%**	63.00%

Accumulated balances of material non-controlling interest:

	2013	2012
Total non-controlling interest in all subsidiaries	**1,812,946**	1,577,130

Loss allocated to material non-controlling interest:

	2013	2012
Total non-controlling interest in all subsidiaries	**(9,796)**	(115,754)

The summarised financial information relating to the non-controlling interests in these subsidiaries are provided below:

Summarised financial information relating to the non-controlling interests in all subsidiaries:	**2013**	2012
Total assets	**3,565,592**	2,324,034
Total liabilities and unrestricted investment accountholders	**1,752,665**	751,818
Total revenue	**87,238**	62,996
Net losses	**(9,796)**	(115,754)

Summarised cash flow information relating to non-controlling interests for year ending:

	2013	2012
Net cash used in operating activities	**(40,045)**	(140,117)
Net cash (used in) from investing activities	**(47,440)**	412,699
Net cash used in financing activities	**(111,717)**	(62,69)
Net (decrease) / increase in cash and cash equivalents	**(199,202)**	210,212

39. ZAKAH

Zakah is directly borne by the shareholders. The Group does not collect or pay Zakah on behalf of its shareholders in accordance with the Articles of Association.

40. SHARI'A SUPERVISORY BOARD

The Shari'a Supervisory Board of the Group consists of 3 scholars who are specialised in Shari'a principles and they ensure the Group's compliance with general Islamic principles and work in accordance with the issued Fatwas and guiding rules. The Board's review includes examining the evidence related to documents and procedures adopted by the Group in order to ensure that its activities are according to the principles of Islamic Shari'a.

41. SOCIAL AND SPORTS FUNDS APPROPRIATION

The Group discharges its social responsibilities through donations to charitable causes and organizations when profits are reported. The Group have created provisions during the year of 2013 by QAR 33 million (2012: QAR 31 million) which represents 2.5% of net profit as per law no.13 for year 2008 and explanatory notes issued for 2010.

42. COMPARATIVE FIGURES

The comparative figures presented for 2012 have been reclassified where necessary to preserve consistency with the 2013 figures. However, such reclassifications did not have any effect on the consolidated net profit or the total consolidated equity for the comparative year.

At 31 December 2013 QAR '000s

43. STATEMENT OF FINANCIAL POSITION OF THE PARENT BANK

As at 31 December	2013	2012
ASSETS		
Cash and balances with central banks	**2,879,591**	3,498,131
Due from banks	**5,019,736**	7,399,497
Financing assets	**48,050,519**	42,551,512
Investment securities	**15,874,954**	13,934,942
Investment in associates	**568,335**	686,830
Investment properties	**529,484**	774,232
Fixed assets	**350,960**	351,255
Intangible assets	**60,924**	30,248
Other assets	**768,155**	1,120,656
TOTAL ASSETS	**74,102,658**	70,347,303
LIABILITIES		
Due to banks	**5,979,261**	9,983,864
Customers' current accounts	**12,306,675**	9,060,008
Sukuk financing	**5,444,077**	5,439,294
Other liabilities	**1,117,784**	903,214
TOTAL LIABILITIES	**24,847,797**	25,386,380
EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS	**37,064,387**	33,251,978
SHAREHOLDERS' EQUITY		
Share capital	**2,362,932**	2,362,932
Legal reserve	**6,353,459**	6,353,459
Risk reserve	**1,084,566**	763,213
General reserve	**79,485**	79,485
Fair value reserve	**19,904**	42,284
Foreign currency translation reserve	**(18,838)**	-
Other reserves	**212,058**	289,080
Proposed cash dividends	**945,172**	886,100
Retained earnings	**1,151,736**	932,392
TOTAL SHAREHOLDERS' EQUITY	**12,190,474**	11,708,945
TOTAL LIABILITIES, EQUITY OF UNRESTRICTED INVESTMENT ACCOUNT HOLDERS AND SHAREHOLDERS' EQUITY	**74,102,658**	70,347,303

At 31 December 2013 QAR '000s

44. STATEMENT OF INCOME OF THE PARENT BANK

For the year ended 31 December	2013	2012
Net income from financing activities	**1,943,712**	2,048,995
Net income from investing activities	**750,246**	601,917
Total net income from financing and investing activities	**2,693,958**	2,650,912
Fee and commission income	**317,737**	303,817
Fee and commission expense	**(76,464)**	(55,457)
Net fee and commission income	**241,273**	248,360
Net foreign exchange gain	**49,791**	33,832
Share of results of associates	**9,353**	(10,955)
Other income	**-**	10,866
Total income	**2,994,375**	2,933,015
Staff costs	**(387,085)**	(342,797)
Depreciation and amortization	**(55,176)**	(51,748)
Sukuk holder's share of profit	**(173,519)**	(120,625)
Other expenses	**(219,942)**	(229,751)
Total expenses	**(835,722)**	(744,921)
Net impairment loss on investment securities	**(255,149)**	(244,146)
Net impairment loss on financing assets	**(45,085)**	(158,463)
Other impairment losses	**(8,793)**	-
Profit for the year before return to unrestricted investment account holders	**1,849,626**	1,785,485
Return to unrestricted investment account holders before the Bank's share as Mudarib	**(767,780)**	(858,910)
Bank's share as Mudarib	**360,386**	427,674
Less: net return to unrestricted investment account holders	**(407,394)**	(431,236)
Profit for the year before tax	**1,442,232**	1,354,249
Profit for the year	**1,442,232**	1,354,249

SUMMARY OF SIGNIFICANT DIFFERENCES BETWEEN THE FINANCIAL ACCOUNTING STANDARDS ISSUED BY AAOIFI AND INTERNATIONAL FINANCIAL REPORTING STANDARDS

The 2013 Financial Statements and the 2014 Financial Statements (the "**Audited Financial Statements**") have been prepared under the historical cost convention and in accordance with the Financial Accounting Standards ("**FAS**") issued by the Accounting and Auditing Organization for Islamic Financial Institutions ("**AAOIFI**"), the *Shari'a* Rules and Principles as determined by QIB's *Shari'a* Supervisory Board, related regulations of the QCB and applicable provisions of the Qatar Commercial Companies Law No. 11 of 2015.

AAOIFI FAS differs from IFRS in certain significant respects.

Accordingly, QIB has prepared as of the date of this Base Prospectus a narrative summary of the significant differences between FAS as applied by QIB in the Audited Financial Statements described above and IFRS in so far as they relate to the significant accounting policies adopted by QIB.

Ernst & Young has not performed any audit, review or other procedures in respect of the summary of differences described below.

QIB has not performed a reconciliation of its Audited Financial Statements to IFRS, has not quantified such differences nor does QIB undertake to identify all such differences. Had QIB undertaken any such quantification or reconciliation, other accounting and disclosure differences may have come to QIB's attention that are not identified below.

The differences discussed below relate to the significant differences that impact amounts recorded in the Audited Financial Statements rather than differences in presentation or disclosure.

1. Unrestricted Investment Accounts

QIB accepts funds from its retail and commercial clients (depositors) in the form of Mudaraba/Wakala Unrestricted Investment Accounts ("**URIA**") deposits which are funds managed on the client's behalf.

In accordance with AAOIFI – FAS 1, URIA are disclosed and presented in the statement of financial position as a separate line item between liabilities and owner's equity. Under IFRS, URIA would be presented on the face of the statement of financial position as a liability.

2. Foreign currency transactions

In accordance with the accounting policy of QIB, assets and liabilities denominated in foreign currencies are translated into Qatari Riyals at the rates prevailing at the reporting date. The resulting exchange gains and losses are recorded in the consolidated statement of income.

In accordance with paragraph 28 of IAS 21 'The effects of Changes in Foreign Exchange Rates', monetary items denominated in foreign currency are translated at each reporting date and the resulting exchange gain/loss is recorded in the statement of income. However, in accordance with paragraph 30 of IAS 21, non-monetary items are only translated if they are measured at fair value in foreign currency. In such cases, the exchange difference is determined by translating the non-monetary item using the exchange rates prevailing at the date when the fair value was determined. The resulting exchange differences are recognised as follows:

(i) when a fair value gain or loss on a non-monetary item is recognised in other comprehensive income, any exchange component of that gain or loss shall be recognised in other comprehensive income; and

(ii) when a fair value gain or loss on a non-monetary item is recognised in the statement of income, any exchange component of that gain or loss shall be recognised in the statement of income.

QIB has not distinguished between monetary and non-monetary items for the purpose of separate treatment of resulting exchange gains and losses upon translation at the balance sheet date. Accordingly, QIB records all the exchange differences in the statement of income. If QIB were reporting under IFRS, it would be required to separate the exchange differences on monetary items from non-monetary items and record them in accordance with the IFRS guidance discussed above.

3. Available-for-sale financial instruments

QIB has classified investments in equity shares, *sukuk* and funds as investments available-for-sale and are measured at fair value on an individual basis.

Unrealised gains or losses arising from a change in the fair value are recognised in the fair value reserve with the separation between shareholders' equity and the unrestricted investment accounts. In other words, the fair value reserves attributable to shareholders are recognised under statement of changes in shareholders' equity, and the fair value reserves attributable to unrestricted investment accounts are included in the balance for unrestricted investment accounts as disclosed in Note 23 to the 2014 Financial Statements.

Under IFRS, paragraph 55 of IAS 39: 'Financial Instruments – Recognition and Measurement', a gain or loss on an available-for-sale financial asset shall be recognised in other comprehensive income, except for impairment losses and foreign exchange gains and losses, discussed below.

For available-for-sale financial assets that are not monetary items under IAS 21 (for example, equity instruments), the gain or loss that is recognised in other comprehensive income includes any related foreign exchange component.

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