

Trading Account Opening Agreement

Finance House Securities L.L.C.

Investor Name:.....

Investor File Number:.....



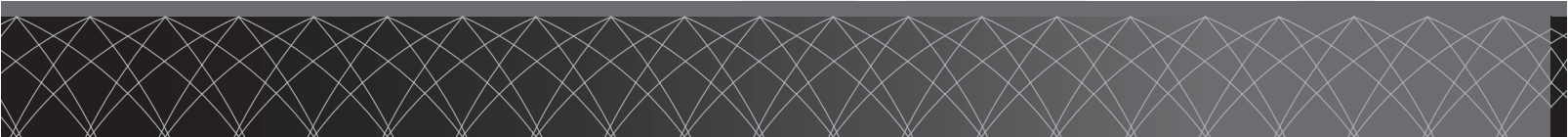
FINANCE HOUSE
SECURITIES
LLC



Head Office: P.O. Box: 34666, Abu Dhabi – UAE., Tel.: +971 2 6191 911, Fax: +971 2 6310 999

E-mail: customerservice@fhs.ae, Website: www.fhs.ae

The Company is Regulated by Securities & Commodities Authority – License No. 604025





FINANCE HOUSE
SECURITIES
LLC

This agreement was entered into oncorresponding
to...../...../..... by and between:

(I) First Party: (hereinafter referred to as the “Company” or “Broker”)

Finance House Securities Company L.L.C.

Licensed by the Authority under no.: 604025

Licensing Date: 20/03/2005

Address:

Office No. 402

FH Cube - Hazza ' Bin Zayed The First St

P.O.Box: 34666

Abu Dhabi, U.A.E.

Phone No.: +971-2-6191911

Legally represented by:

In his capacity as

(2) Second Party: (hereinafter referred to as the
“Customer” or “Investor”)

I. Information Pertaining to the Customer:

Customer's Data:

Classification of the Customer:

☐ Natural Person ☐ Corporate Person/Company

Investor's No. in Abu Dhabi Market:

.....

Investor's No. in Dubai Market:

.....

Trading No. in Abu Dhabi Securities Market (For Broker's Use):

.....

Trading No. in Dubai Financial Market (For Broker's Use):

.....

a. Concerning Natural Persons:

Type of Account: ☐ Individual

Nature of the Account:

☐ Ordinary Trading Account

☐ Margin Trading Account

☐ Electronic Trading Account

(I agree to the trading conditions on the website)

Individual Account:

Name in Full (pursuant to Passport or ID):

.....

Passport or ID No.:

.....

.....
Signature of the Broker's Legal Representative

Family Book Extract No. (For UAE citizens only):

.....

Place of Residence:

City:.....

Nationality:.....

Date of Birth:

Marital Status: ☐ Single ☐ Married

Number of Family Members:

Professional Situation:

☐ Employee ☐ Businessman

☐ Retired ☐ Unemployed

Profession/Title:

Employer: (Name of Employer Company or Establishment)

.....

Direct Phone No.:

Mobile Phone No.:

Fax No.: P.O. Box:

Email:

Language of Communications: ☐ Arabic ☐ English

Particulars of the Proxy/Guardian/ Legal Guardian (if any):

Investor's No. in Abu Dhabi Securities Market (if any):

.....

Investor's No. in Dubai Financial Market (if any):

.....

Name in Full (pursuant to Passport or ID):

.....

Passport or ID No.:

.....

Family Book Extract No. (For UAE citizens only):

.....

Place of Residence:

City:..... Country:

Nationality:

Date of Birth:

Direct Phone No.:

Mobile Phone No.:

Fax No.: P.O.Box:

Email:

No.,Place and Date of Issuance of the Power of Attorney or Guardianship:

.....

.....
Customer's Signature (or Legal Representative in case of a Company)

b. Concerning Corporate Entities:

Nature of the Account:

- ☐ Ordinary Trading Account
☐ Margin Trading Account
☐ Electronic Trading Account

(I agree to the trading conditions on the website)

Companies' Account:

Commercial Name:

Legal Form:

Licensing Authority:

Commercial License No.:

Commercial Register/Chamber of Commerce & Industry

Membership No.:

Nationality (of the Company):

City (Company's Head Office):

Country (Head Office Location):

TRN:

Direct Phone No.:

Fax No.: P.O. Box:

Email:

Full name of the person authorized to manage the account

(as per Passport or ID):

Passport or ID No.:

Family Book Extract No. (For UAE citizens only):

.....

Nationality:

Title:

Mobile Phone No. (of the person authorized to manage the account):

.....

Address of Correspondence:

Country:

City: Area:

Street:

Phone No.:

Fax No.: P.O.Box:

Email:

Language of Correspondence: ☐ Arabic ☐ English

Information of the Custodian (if any):

Name of Custodian in Full:

Investor's No. of Custodian:

Phone No.: Fax No.:

Email:

Bank Account No.:

II. Determining the Customer's relationship to any of the following entities:

- ☐ Listed Joint Stock Company
☐ Brokerage Company licensed by the Authority
☐ Abu Dhabi Financial Market
☐ Dubai Financial Market
☐ Any other entity related to the Financial Markets

I. Is the Customer the chairman, director, general manager, CEO or senior employee of any company listed in the financial Markets licensed in the country, or is the Customer a relative to any of those up to the second degree?

☐ Yes ☐ No

If the answer is "yes",

State the name of the Company:

And the position/job title:

Also, specify the kinship:

And the name of the person who is your relative:

.....

2. Is the Customer the chairman, director or employee of a brokerage company licensed by the Authority, or the husband, ascendant or descendant of any of those up to the second degree or of their minor children?

☐ Yes ☐ No

If the answer is "yes",

State the name of the Company:

And the position/job title:

Also, specify the kinship:

And the name of the person who is your relative:

.....

3. Is there any commercial partnership between you and any of directors of the Broker or to any person affiliated to any of the directors?

☐ Yes ☐ No

If the answer is "yes", kindly specify such relationship

.....

.....

Signature of the Broker's Legal Representative

Customer's Signature (or Legal Representative in case of a Company)



III. Financial Data of the Customer:

*Annual income (in UAE Dirham)

- ☐ Less than 100,000 ☐ 100,000-500,000
☐ 500,000-2,500,000 ☐ 2,500,000 and above

*Source of income:

- ☐ Savings ☐ Salary ☐ Inheritance
☐ Financial Markets ☐ Other

*Name of the bank you deal with:

*Account No. (if any):

*Sum allocated for investment:

*Investment strategy:

- ☐ Long term ☐ Short term ☐ Speculation

*Do you have any financial liabilities or loans:

- ☐ Yes ☐ No

If the answer is "yes" kindly state the details

.....
.....

Do you have any other account with another brokerage company:

- ☐ Yes ☐ No

If the answer is "yes", kindly state the details:

.....
.....

Know your Customer & His Objectives

Please reply to the following questions in a clear manner:

Is the Customer familiar with investment operations in securities?

- ☐ Yes ☐ No

If the answer is "yes", kindly state the number of years of experience:

- ☐ Less than one (1) year
☐ One (1) year to three(3) years
☐ More than three (3) years

The Customer's favorite investment sector:

- ☐ Banks ☐ Industry ☐ Communications
☐ Insurance ☐ Real Estate ☐ Other
☐ Services ☐ Investment

The Customer's favorite stocks (kindly list by order of significance):

1.
2.
3.
4.
5.

.....
Signature of the Broker's Legal Representative

What is the return the Customer expects from the investment operations in Securities?

What are the risks the Customer would be able to assume in consideration of his investment in securities

.....

What is the strategy the Customer intends to adopt for his investments in Securities?

.....

IV. Means of Notice:

*Order Issuing Method:

- ☐ Personal Attendance of Customer
☐ Email ☐ Telephone

*Method adopted to receive correspondence:

- ☐ Email
☐ Telephone ☐ Receipt by the Customer in person

V. Documents to be provided by the Customer to open a trading account:

6. Individuals:

- Copy of passport and Emirates ID card (for UAE and non-UAE citizens).
- Copy of family book (for UAE citizens).
- Copy of passport and National ID card (for non-UAE citizens).
- Passport copy of the Proxy/Authorized Signatory/Guardian (in case of proxy/guardianship).
- Copy of Power of Attorney attested by the official authorities in the UAE (in case of proxy/guardianship).

7. Corporate Entities/Companies:

- Copy of the Memorandum of Association and Articles (if any).
- Copy of the Commercial License and Chamber of Commerce and Industry's Membership Certificate.
- Letter from the Company indicating the authorized signatory(ies) and those authorized to issue sale and purchase orders.
- Copy(ies) of passport(s) of authorized signatory(ies) and of the persons authorized to issue orders.

Terms and Conditions Of Trading Account Opening Agreement

Article (1)

Interpretation and Definitions

The following terms and expressions shall, wherever used in this Agreement, have the meaning set opposite thereto here below unless the context otherwise requires:

“Law” means Federal Law no. (4) of the year 2000, concerning the Emirates Securities & Commodities Authority and Market, or any other law amending or replacing that Law.

“Agreement” means this Trading Account Opening Agreement, including also the Margin Trading Account Opening Agreement and/or the E-Trade Account Opening Form, and/or any other Account Opening Agreement, if the Customer wishes to have any of the above mentioned Accounts or all of them together opened, in which case the Margin Trading Account Opening Agreement and/or the E-Trade Account Opening Form and/or any other Account Opening Agreement shall all or either as the case may be deemed as an integral part of and complementary to this Trading Account Opening Agreement.

“Regulations” means the bylaws, regulations and instructions applicable by the Authority and by the Market, including the Brokers Regulations issued pursuant to the Authority’s Board of Directors Resolution under No.(1) of the year 2000, as amended.

“Authority” means the Securities & Commodities Authority established pursuant to the Law.

“Market” means the Securities market licensed in the UAE by the Authority, including Abu Dhabi Securities Market and Dubai Financial Market, and through which the sale and purchase transactions of Securities are carried out.

“Securities” means the shares, bonds and debentures issued by joint stocks companies as well as the bonds and debentures issued by the Federal Government, Local Governments, Public Authorities and Corporations in the UAE, and any other local or foreign financial instruments approved by the Authority and listed and traded in the Market.

“Trading System” means the trading system via the computer used by the Broker.

“Trading Account” means the Customer’s account with the Company through which the Securities are traded and that is kept by the Investor in the Broker’s electronic system.

“Investor’s Number” means the identification number granted to the Customer by the Market.

“Trading” means the sale and purchase operations performed on Securities in the Market.

Article (2)

Preamble of this Agreement

The above Preamble is deemed as an integral part of and complementary to this Agreement.

Article (3)

Acknowledging the Accuracy of the Information and Documents

The Customer declares the following:

1. That he/it carries an Investor Number issued by the Market and valid as recorded in the Preamble above.
2. That the information recorded in the Preamble above and all deeds and documents attached hereto are accurate and valid.
3. The Customer undertakes to inform the Broker of any change occurring to any information and/or deeds and/or documents referred to in paragraphs (1) and (2) above of the Article.
4. That the source of the funds dealt and to be dealt with is legitimate.

Article (4)

Issuance of Trading Instructions

1. The two parties hereby agree that the Trading instructions issued by the Customer to the Broker shall be in accordance with the provisions of the Law, Regulations, and Articles

and Memorandum of Association of the Company that has issued the Securities, and with the provisions of this Agreement.

2. The Customer undertakes to indemnify the Broker for any damage or loss of any nature whatsoever incurred by the Broker as a result of the Customer issuing Trading instructions contrary to the provisions of paragraph (1) of this Article.
3. The Broker may refrain from executing the Trading instructions issued by the Customer contrary to the provisions of Paragraph (1) of this Article.

Article (5)

Customer’s Duties & Liabilities

a- Customer’s Rights

1. The Customer may issue orders of purchase and sale to the Broker and the Broker may not execute any Trading operations without an order from the Customer for this purpose, except in the events where the applicable laws and regulations permit such operations according to the provisions of this Agreement.
2. The Customer may amend or cancel any sale or purchase orders issued to the Broker as long as such orders have not been processed in the Trading System yet and provided that the Broker is able to cancel or amend the same.
3. The Customer is entitled to be notified in writing or pursuant to any of the notification methods specified by him/it in this Agreement of the operations executed at his/its account as soon as such operations are executed. The Customer may also object to any operation (concerning any Trading order not issued by him/it or issued in contradiction to his/its instructions), by way of notifying the Company through same means of any mistake or objection to the operations executed at his/its account, and this within (24) hours from date of notification.
4. For objections or complaints, kindly contact the compliance officer of the company.

b- Customer’s Duties and Obligations

1. The Customer must provide the Broker with all information requested by the Broker to verify the Customer’s identity or the accuracy of the Trading instructions issued.
2. The Customer must inform the Broker that he/it did not receive a confirmation from the Broker asserting that the latter has executed the Trading order issued thereto, and this within (24) hours following the Trading order issuance date.
3. The Customer declares that in case execution of any sale or purchase order by the Broker on behalf of the Customer through the Trading System, the Customer would be deemed as having entered into a legal, binding, enforceable and unconditional contract regarding the said Trading, and the Customer must carry out all acts and deeds and provide all documents required to enforce the said contract and the Trading transactions resulting therefrom.
4. The Customer shall not be entitled to receive the proceeds of any Trading operation executed by the Broker except after execution and reconciliation thereof in the Trading System and as applicable and implemented in the Market.
5. The Customer must settle the value of all Securities purchase operations as well as the commissions arising from purchase and sale operations of Securities executed through the Broker, plus the value added tax (VAT) imposed on the Broker’s commissions and any other fees, expenses and/or taxes (whether imposed on the Broker’s commissions or on Trading operations or on Securities) within the limits of the provisions of the Law, decisions or Regulations issued in this respect or any relevant law or decree and in accordance with this Agreement. Moreover, the Customer agrees that the Broker deducts the above mentioned commissions and/or fees and/or expenses from his/its account kept with the Broker without the need for any consent from the Customer.
6. The Customer may not request the Broker to sell any Securities in the Market unless the said Securities are available in the Trading System.
7. Unless the Customer has a reasonable need to keep Securities in the form of certificates, the Customer agrees that the Market shall keep the Securities (whether they are intangible form or otherwise) on behalf of the Customer, and should the Customer wish to receive the share certificates or any other certificate related to any Securities

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Signature of the Broker’s Legal Representative

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Customer’s Signature (or Legal Representative in case of a Company)



owned by the Customer and deposited in the Trading Account, the Customer shall, in such case, be required to comply with the conditions and procedures fixed by the Market in this respect.

8. The Customer agrees that any deficit in the Trading Account resulting from any transactions made through the Broker or from the closure of the Trading Account for any reason whatsoever shall be payable on immediate basis.
9. The Customer undertakes to abide by all Regulations, instructions, bylaws, and Laws issued by the Broker or by any competent authority (as the case may be) and related to the Trading System organization.
10. The Customer hereby authorizes the Broker to disclose any information which may be requested by the Authority, the Market or any entities entrusted with the implementation of the law in the UAE in relation to the Customer and/or any of his/its dealings.
11. The Customer must inform the company once any changes happen on his provided information / documents to the company, & generally update his data on an annual basis.

Article (6)

Broker's Rights, Duties and Obligations

a- Broker's Rights

1. The Broker is entitled to receive the monetary considerations for the purchase operations before executing any purchase orders and at the latest before the settlement date.
2. The Broker is entitled to receive the commission prescribed for the execution of the Trading operations in accordance with the applicable Regulations and decisions.
3. The Broker may sell the Securities previously purchased in the name and for the account of the Customer in the event where the Customer did not settle his/its liability in this respect, provided that this transaction is carried out only within the limits of a sum sufficient to settle the Broker's entitlements and as follows:
 - a. Sending a notice to the Customer pursuant to a registered letter with acknowledgement of receipt informing the Customer that the Securities shall be sold if the settlement does not occur within (3) business days from date of receipt of notice, provided that the notice indicates the details of the purchase transactions executed and the sums due for the purchase plus the payable fees and commissions.
 - b. Obtaining the approval of the financial market before carrying out the sale transaction but after the expiry of the deadline indicated in paragraph (a) of this sub-Article (3).
 - c. If the sale proceeds are not sufficient to settle the sums due, the Company reserves the right to claim for the balance sum and indemnity-if there is a basis for that-and therefore, the Customer hereby undertakes to indemnify the Broker for the difference of prices or for any loss or damage the Broker may incur as a result of the said sale transaction. Should the sale transaction of Securities result in any profit, the net amount shall, after deduction of all expenses, commissions, fees and purchase amount, devolve upon the Market and the Broker may in such a case close the Trading Account of the Customer without referring back to the latter, and consequently, all terms and conditions stipulated in this Agreement shall be deemed null and void subject to the provisions of Article 15(4) of this Agreement.
4. The Broker may consider the Trading instructions issued by the Customer as valid and issued by a duly authorized person whenever the Broker ensures that such instructions were issued by the Customer or his/its legal representative and that they are in conformity to the Law and Regulations and with the provisions of this Agreement.
5. The Broker shall have the authority to impound on or to deduct from the Trading Account to cover any purchasing transactions, expenses, commissions, charges, taxes or other sums related to the purchase or sale of Securities according to the Regulations in force.
6. The client understands and agrees that the broker may earn interest and / or profits on

the bank accounts balances deposited with bank and / or financial institutions , which for the avoidance of doubt may include credit balance of client's funds deposited with the broker in accordance with the SCA Regulations.

b- Duties and Obligations of the Broker

1. The Broker is required to exert the diligence of a prudent man in its dealings and comply with the provisions of the Law and Regulations issued in implementation thereof, and to always comply with the commercial customs, principles of honesty, justice and equality and to protect the Customer's interest and execute the Customer's orders issued to the Broker in accordance with the order of their issuance.
2. The Broker is always required to act with honesty and integrity serving the Customer's interest, and to refrain from any action which may prejudice the Customer or other brokers or the Market, such as providing a misleading or incorrect image of the Securities rates or volumes of trade thereof.
3. The Broker must separate its own accounts from those of the Customer according to the account separation rules and mechanism applicable to Brokers and issued by the Authority.
4. The Broker shall enter the sale and purchase orders into the Trading System as soon as the Brokers receives such orders from the Customer, provided that this shall be carried out as per the order of receipt of such orders.
5. The Brokers shall add the proceeds of the sale transactions of Securities to the Customer's account on the same date of settlement of the transaction according to the rules set out by the Market organizing such matters or according to the agreement.
6. The Broker must immediately notify the Customer in writing or through any other means of communications fixed by the Customer under this Agreement, of the Trading operations executed by the Broker on the Customer's account, and the Customer may object to any such operations (concerning any Trading order not issued by the Customer or issued in violation of the Customer's instructions) by way of informing the Company, through the same means, of any mistake or objection to the operations executed on the Customer's account within (24) hours from the date of notice.
7. Subject to the provisions of the Law and Regulations the Broker shall, as soon as possible within the trading hours at the Market, execute the trading orders issued thereto by the Customer in relation to the purchase or sale of Securities and which seem legal to the Broker. Hence, the Broker will not execute any order received by it except for those received through the methods stipulated under the Law or agreed upon in this Agreement.
8. The Broker shall not execute any sale operation except after ensuring that the seller is the owner of the shares.
9. The broker must obtain the Market's approval to the sale of Securities which the Customer did not settle his/its liabilities for within the notice period fixed under the "Broker's Rights" in paragraph (3) of Article (6) above, within two (2) business days at the most from the expiry date of the said period, provided that the Company enters the sale order under the Market price within three (3) business days from date of obtaining the Market's approval on such sale.
10. The Broker must provide the Customer with a detailed quarterly statement, without prejudice to the Customer's right to request, at any time during the official working hours of the Broker, a detailed statement of account or a statement showing the Customer's balance of his/its own Securities.
11. The Broker may not sub-contract the performance of this Agreement except with the approval of the Customer.

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Signature of the Broker's Legal Representative

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Customer's Signature (or Legal Representative in case of a Company)

12. The Broker must retain confidential all data related to the Customer and obtained by the Broker pursuant to this Agreement, without prejudice to the Broker's duty to disclose the said information according to the Law and Regulations.

Article (7)

Balance Verification

The Broker shall have the right to verify the balance of the Trading Account prior to executing the Trading instructions issued by the Customer, and the Broker may refrain from carrying out any Trading operation if no sufficient funds are available in the Trading Account, unless the Customer provides the Broker with sufficient funds to execute the requested Trading operation.

Article (8)

Payment

1. Before issuing the Trading instructions, the Customer must provide the Broker with the necessary funds to execute any Trading operation.
2. The Broker may, at its sole discretion, accept the Trading instructions issued by the Customer if the funds available in the Trading Account are not sufficient to complete the requested Trading operation. The Broker and the Customer may mutually agree to special conditions for the carrying out of such operations despite the provisions of paragraph (1) above of this Article.
3. If the Broker executes the Trading operation according to the provisions of paragraph (2) of this Article, in such case the Customer is required to settle all sums due by him/it as a result thereof pursuant to the conditions agreed upon between the Customer and Broker, but if there are no such conditions, the Customer must settle such sums within (24 hours) following operation execution time, and the Broker may, at its sole discretion, extend such period as it may deem convenient.
4. Should the Customer fail to settle the sums due by him/it to the Broker pursuant to this Agreement or to any special conditions agreed upon between the Customer and the Broker, then the Broker shall not be liable for any loss incurred by the Customer as a result thereof or for any damage sustained by the Customer resulting from any of the Broker's actions provided for under paragraph (3) of Article (6) "Broker's Rights" of this Agreement.
5. The Broker may, at its absolute discretion, accept instructions from the Customer relating to the sales of Securities, other than those whose value has not been settled, in order to settle his/its liabilities towards the Broker.

Article (9)

Fees and Commissions

1. The Customer shall pay the commission due by him/it to the Authority, the Market, and the Broker pursuant to the provisions of the Law, Regulations, and decisions of the Authority and the Market, regarding the sale and purchase orders executed on the relevant Trading day. The customer shall also pay to the Broker any other fees agreed upon between them or have become due by the Customer under this Agreement.
2. The commission amount due to the Broker, the market and the Authority for each Trading operation executed through the Trading System along with all taxes imposed shall be automatically deducted from the balance of the Customer's Trading Account.
3. For more details about Fees & Commissions kindly refer to Company website.

Article (10)

Registers

The Broker shall open an email or ordinary mail register account for the Customer ("Register"), where all data pertaining to the Customer and the Trading operations are recorded, including:

- A. copies of all Trading instructions issued by the Customer to the Broker and of the confirmation forms sent to the Customer; and
- B. copies of all correspondence exchanged between the Customer and the Broker, including the correspondence by fax or email.

Article (11)

Opposability of the Register

1. The Register and the information, deeds, documents, and registrations kept therein, shall constitute sufficient proof as to the validity of its contents.
2. The Customer and Broker agree to consider any of the orders issuing methods mentioned under the "Means of Notice" in this Agreement, as sufficient evidence to prove the authority of the Broker to carry out the Trading operation on behalf of the Customer.

Article (12)

Confidentiality

1. Subject to the provisions of paragraph (2) of this Article, all Trading operations carried out by the Broker on behalf of the Customer and all information perused by the Broker and deemed confidential, including the personal data, Trading instructions, sale and purchase operations and ownership of the Securities.
2. The Broker may disclose any information related to the Customer to the competent authorities according to the legislations in force in the United Arab Emirates, including the judicial authority, the Authority and the Market.

Article (13)

Risk Acceptance by the Customer

1. The Customer is aware that Trading with Securities involves several risks which may cause the investor to lose his/its capital or part thereof and also that the rates of Securities are not only subject to increase but also to decrease at a huge rate which may cause the investor to incur losses. On the other hand, the Securities liquefaction operation and their sale may become difficult due to decrease of the demand thereon, in addition to many other risks the investor may be exposed to, so the investment must be based on scientific grounds and carried out in consultation with specialists.
2. The Customer agrees and undertakes to keep the Broker indemnified from and against any liability (whether direct or indirect) for any loss or damage incurred by the Customer as a result of the provision of paragraph (1) of this Article.

Article (14)

Amendments

1. If either party hereto wishes throughout the validity period of this Agreement to execute any amendment, variation or addition to the terms and conditions of this Agreement, such party shall send a written request to the other party indicating the details of the relevant amendment or addition, to the address specified in the particulars of the Parties hereinabove. Any amendment, variation or addition to this Agreement shall not be considered as valid except if agreed upon between both parties in writing and signed by them.
2. The parties hereto may not agree on any amendment to any provision of this Agreement in violation to the provisions of the Law, Regulations and decisions issued pursuant thereto. The Customer agrees that in the event where any Law, Regulation or decision is issued by the Authority, the Market or any other competent regulatory authority, dictating any amendment to the brought to any of the terms and conditions of this Agreement, in such case, the Broker shall carry out the relevant amendment and notify the Customer in writing within ten (10) days from the date of such amendment, and the said amendment shall be binding to both the Customer and the Broker.

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Signature of the Broker's Legal Representative

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Customer's Signature (or Legal Representative in case of a Company)



Article (15)

Termination of Agreement

1. This Agreement may be terminated if both Parties agree in writing to do so.
2. Either Party may terminate this Agreement, provided that the party wishing to terminate sends a notice in writing to the other party at least fourteen (14) days prior to the intended date of termination.
3. The Broker may terminate this Agreement with immediate effect if the Customer breaches any of its obligations set forth thereunder or any written agreements appended thereto or which may be entered into on a subsequent date, subject to any other provision to the contrary stipulated in this Agreement.
4. The Termination of this Agreement shall not affect any rights and obligations arising prior to such termination, and for such purpose the Agreement shall remain in full force and effect between the two parties until settlement of such rights and obligations.
5. In case of termination of the agreement for any of the reasons mentioned above under this article, the Broker may not create new obligations on behalf of the Customer unless the same is necessary and only to the extent required to settle the pending obligations.

Article (16)

Notices

1. All notices and correspondence exchanged between the Customer and Broker must be in writing, delivered by hand or sent by mail, fax or electronic mail to the addresses indicated in this Agreement or to any other address notified by either party to the other in writing.
2. Any notice delivered by hand shall be deemed to have been notified directly to the concerned person if received by such person or his/her proxy, and any notices sent by mail shall be deemed to have been notified to the concerned person (48) hours after being sent to the correct address, and any notice sent by fax shall be deemed to have been notified to the concerned person as soon as its transmitted and confirmation report is produced by the fax machine of the sending party. Any notices sent by email shall be deemed to have been notified to the concerned person as soon as it is emailed and a "Sent Successfully" message is received by the sending party.

Article (17)

General Provisions

1. The Customer acknowledges that all documents and information submitted by him/ it are legally valid and that the source of funds he/ it is dealing with through the Broker is legitimate.
2. The Customer undertakes to inform the Broker of any information or data which may change in the future.
3. The Customer acknowledges that he/it has perused all the provisions of this Agreement and that he/it is aware of the risks associated with the trading of Securities in the financial markets.
4. This Agreement, as well as the above preamble, the documents attached hereto and any other agreements entered into pursuant to the provisions hereof, constitute an integral part of this Agreement and shall be read together as one single document. any previous versions of the Agreement, agreements, undertakings, recommendations, guarantees or other arrangements of any kind whatsoever whether oral, written or electronic, related to the subject hereof, shall be deemed null and void unless it is expressly provided that it constitutes part of this Agreement.

Article (18)

Applicable Law and Competent Courts

This Agreement and all rights and obligations of the Parties resulting therefrom shall be

construed in accordance with the laws and regulations in force in the United Arab Emirates (UAE). Any dispute arising between the parties hereto shall be settled through amicable means, in case the parties do not reach an amicable solution within (14) days from the date of notice sent by either party to the other informing the latter of the existence of a dispute, the said dispute shall be settled by the competent courts in the UAE.

Article (19)

Languages of the Agreement

This Agreement has been drafted in both Arabic and English languages, and in the event of any dispute as to the application of this Agreement, the Arabic version shall be adopted before the competent courts and authorities in the UAE.

Article (20)

Drafting and Execution of the Agreement

1. This Agreement has been drafted in two original (Arabic and English) counterparts, and each Party shall be deemed to have received one copy of the Agreement to act accordingly therewith.
2. The two Parties have executed this Agreement and by virtue of that the same has become valid and fully binding upon both parties.

Investor:

Name of Investor/Investor's Authorized Signatory
(if the Investor is a Company)

.....

Signature:

Seal of the Company

(if the Investor is a Company)

Name of the Proxy/Guardian (if any)

.....

Signature:.....

Broker

For the Broker's Use Only,

The Particulars of the Customer have been verified by:

.....

Signature:

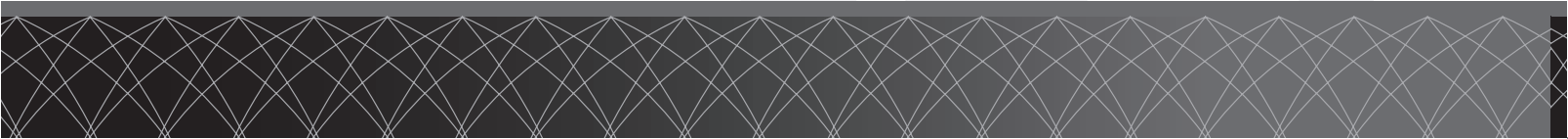
Name of Broker's Authorized Signatory:

.....

Signature:

.....
Signature of the Broker's Legal Representative

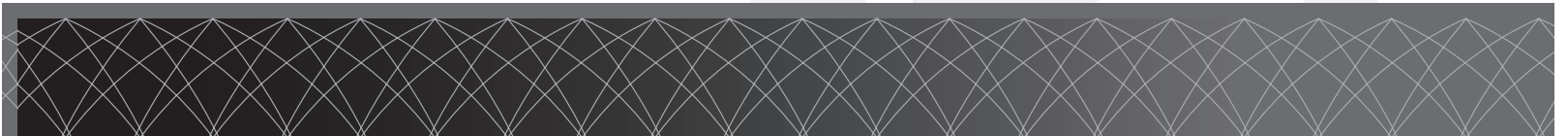
.....
Customer's Signature (or Legal Representative in case of a Company)





FINANCE HOUSE
SECURITIES
LLC

Regulatory Forms



Appropriateness Form

Education level:

Current job/ Profession:

Previous job/ Profession :

Knowledge related to financial/ Trading

☐ Excellent knowledge ☐ Some knowledge ☐ No knowledge

Source Of your Knowledge

☐ Trading or Work experience
☐ Education , Studies , Certifications
☐ No knowledge

Purpose of investment in securities

☐ Speculation
☐ Short term
☐ Long term

Frequency of trades in the last 12 months

☐ Daily trades
☐ More than 10 trades
☐ From 1 to 10 trades
☐ No trades

Allocated amount for investment / Trading

☐ More than AED 1,000,000
☐ AED 100,000 to 1,000,000
☐ AED 10,000 to 100,000

Are you dealing/intended to deal with Weapons Proliferation	<input type="checkbox"/> Yes
Financing related goods (restricted, dual use or sensitive)?	<input type="checkbox"/> No
Are you engaged in commercial activity with Iran	<input type="checkbox"/> Yes
or North Korea:	<input type="checkbox"/> No
Are you aware that trading in Securities is associated	<input type="checkbox"/> Yes
with high risk and might not be suitable for you?	<input type="checkbox"/> No
Do you still wish to proceed with trading in Securities	<input type="checkbox"/> Yes
even though it might not be appropriate to you?	<input type="checkbox"/> No

Are you Politically exposed person ?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

Politically Exposed Persons (PEPs):

Natural persons who are or have been entrusted with prominent public functions in the State or any other foreign country such as Heads of States or Governments, senior politicians, senior government officials, judicial or military officials, senior executive managers of state-owned corporations, and senior officials of political parties and persons who are, or have previously been, entrusted with the management of an international organization or any prominent function within such an organization;

and the definition also includes the following:

1. Direct family members (Of the PEP, who are spouses, children, spouses of children, parents).
2. Associates known to be close to the PEP, which include:
 - . Individuals having joint ownership rights in a legal person or arrangement or any other close business relationship with the PEP.
 - . Individuals having individual ownership rights in a legal person or arrangement established in favour of the PEP.

I the under signed, confirm onthe above provided details, and confirm on my request to trade in financial securities if my Assessment Result by the Company was Not Appropriate.

Signature:

Date:

For company use only:

Assessment of Appropriateness

We Assessed the Client based on the data provided to us by him, and we found him:

☐ Appropriate.
☐ Not Appropriate, reason:.....

The Client has been informed of the assessment result.

Staff Name:

Signature:

Date:



Classification Of Clients

A. Ordinary Investor:

- ☐ Any natural or legal person who is not a Professional investor or counterparty.

B. Professional Investor:

First: Professional investor by nature:

- ☐ 1. International bodies and organizations whose members are states, central banks, or national monetary authorities.
- ☐ 2. Governments, bodies, institutions and their own investment and non investment bodies or companies that are wholly owned by any of them.
- ☐ 3. A central bank or other national monetary authority in any country, state, or legal authority.
- ☐ 4. Capital market institutions licensed by the Authority or a similar supervisory authority.
- ☐ 5. Financial institutions.
- ☐ 6. A regulated financial institution, a domestic or foreign investment fund, a regulated pension fund management company, or an organized pension fund.
- ☐ 7. Any body whose main activity is the investment in financial instruments, asset securitization, or financial transactions.
- ☐ 8. Any company whose shares are listed or accepted to being traded in any market of an IOSCO state member.
- ☐ 9. A Trustee of trust who has, during the past twelve months, assets of not less than AED 35 million.
- ☐ 10. The owner of a license according to the regulations of (same family office) with respect to only practicing its activities to perform its duties (such as same family office) and has assets of not less than AED 15 million.
- ☐ 11. Joint ventures or civil establishments that have or have had at any time during the past two years net assets of not less than AED 25 million and are calculated in the case of the joint venture without deducting the loans owed to any of the partners.
- ☐ 12. A large undertaking person who, on the date of his last financial statements, fulfills at least two of the following requirements:
- a) His total assets are not less than AED (75) million before deducting short and long term liabilities.
- b) Annual net income of not less than AED (150) million.
- c) The sum of cash and investments in the balance sheet or the total of his authorized capital minus his paid up capital is not less than AED (7) million.

Second: Professional investor (based on the service):

- ☐ 1. Practicing an activity involving the provision of credit facilities for commercial purposes for any of the following:
- a) An undertaking person.
- b) The controlling body of the undertaking person.
- c) Any member of the group to which the undertaking person belongs.
- d) Any joint investment venture that participates in the undertaking person

- ☐ 2. A person who practices the service of arranging credit facilities and investment deals related to structuring, financing and companies.

C. Professional investor (resident):

- ☐ 1. A natural person who owns net assets excluding the value of his main residence of not less than AED (4) million.
- ☐ 2. A natural person approved by the Authority or a similar supervisory authority, an employee at the licensed body, a regulated financial institution, or whoever has been employed by either of them during the past two years or has sufficient knowledge and experience in the field of investment and its risks in accordance with the suitability standards, or represented by a body licensed by the Authority in a manner that does not conflict with the terms of its license.
- ☐ 3. A natural person who has a joint account with a natural person representing a resident professional investor according to Clause (1) (the main account holder), provided that the Following conditions are met:
- a) The (account participant) must be a member of the (main account holder) Family, up to the second degree.
- b) The account is used to manage the investments of the main account holder and his subscribers.
- c) Written confirmation from the person subscribing to the account that investment decisions related to the joint account are made on his behalf by the main account holder.
- ☐ 4. Any establishment with a special purpose or a special legal form such as the trust and the institution founded only to facilitate the management of an investment portfolio of a natural person representing a resident professional investor in accordance with Clause (1).
- ☐ 5. Undertaking person who meets the following conditions:
- a) The total of his cash and investments in the balance sheet, or the total of his authorized capital minus the paid up capital, is not less than AED (4) million.
- b) Has sufficient experience and understanding of the markets, financial products and related financial transactions and the risks associated therewith, in accordance with suitability standards.
- ☐ 6. Undertaking person who has
- a) A controlling natural person who owns the majority of shares in a company, is able to control the majority of voting rights therein, or has the power to appoint or remove the majority of its BOD.
- b) Holding or subsidiary company.
- c) A joint venture partner.

D. Counterparty:

A body licensed by the Authority or a similar supervisory authority if it is a client of another licensed party, and the client is considered a counterparty if it is:

- ☐ 1. A Professional investor (by nature) according to Article (5/ First).
- ☐ 2. A professional (resident) investor if it is owned by a holding company that is a (professional investor by nature).

I, the undersigned, confirm on the above provided details and undertake informing Finance House Securities with any changes occurs in the future.

Signature (Client\ Guardian\ Agent):

.....
Customer's Signature (or Legal Representative in case of a Company)

Foreign Account Tax Compliance Act (FATCA) Details Form - Entities

Relationship to the Account	<input type="checkbox"/> Owner	<input type="checkbox"/> POA Holder	<input type="checkbox"/> Authorized Signatory
Name (As per Entity License)			
Incorporation Date (DD MM YYYY)			
Country of Incorporation			
License No.			
Telephone No. in USA (if any)			
Email Address			
Address for correspondence in USA (if any)			
Do you have any branch / subsidiary in the United States of America (USA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are you liable to pay tax in the USA?	<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please provide your U.S. Tax Identification Number (TIN):		

WE, the UNDERSIGNED, do hereby:

- A. For the purpose of compliance with the Securities & Commodities Authority in UAE ("SCA") and/or any regulation, instruction, decision, resolution or law which Finance House Securities L.L.C ("FHS") is under an obligation to comply with, including but not limited to, the United States of America Foreign Account Tax Compliance Act (FATCA), the UNDERSIGNED irrevocably waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of any and all information which FHS holds or obtains about the UNDERSIGNED, and for that purpose the UNDERSIGNED do hereby irrevocably agrees and authorizes FHS to conduct all the necessary market checks and inquiries and exchange with, and disclose or report such information to, SCA, CB, and/or any government, quasi-government, regulatory, fiscal, monetary or other authority, agency, body or person, wherever situated (whether in the UAE or elsewhere).
- B. IRREVOCABLY AGREE AND UNDERTAKE to discharge, release, defend and save FHS, its officers, directors, employees, agents or its affiliated entities harmless from and against any and all claims, demands, liabilities, interest, damages, expenses, costs and penalties, present or future in respect of any claims, demands, actions or proceedings whatsoever made or brought against FHS and arising out of or relating to the exchange, disclosure or reporting of information by FHS, including but not limited to the above information filled by me; and
- C. CONFIRM that the information provided above and any documentation provided along with this FORM are true, accurate and complete.

For and on behalf of	
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:



FINANCE HOUSE
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Foreign Account Tax Compliance Act (FATCA) Details Form – Individuals

Relationship to the Account	<input type="checkbox"/> Owner	<input type="checkbox"/> POA Holder	<input type="checkbox"/> Authorized Signatory
Name (As per Passport)			
Birth Date (DD MM YYYY)			
Nationality & Passport Details	Nationality(ies)	Passport No.	Passport Expiry Date
Telephone No. in USA (if any)			
Email Address			
Address for correspondence in USA (if any)			
Do you have any branch / subsidiary in the United States of America (USA) / USA Passport / Green Card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are you liable to pay tax in the USA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	If YES, please provide your U.S. Tax Identification Number (TIN):		

I, the UNDERSIGNED, do hereby:

- A. For the purpose of compliance with the Securities & Commodities Authority in UAE ("SCA") and/or any regulation, instruction, decision, resolution or law which Finance House Securities L.L.C ("FHS") is under an obligation to comply with, including but not limited to, the United States of America Foreign Account Tax Compliance Act (FATCA), the UNDERSIGNED irrevocably waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of any and all information which FHS holds or obtains about the UNDERSIGNED, and for that purpose the UNDERSIGNED do hereby irrevocably agrees and authorizes FHS to conduct all the necessary market checks and inquiries and exchange with, and disclose or report such information to, SCA, CB, and/or any government, quasi-government, regulatory, fiscal, monetary or other authority, agency, body or person, wherever situated (whether in the UAE or elsewhere).
- B. IRREVOCABLY AGREE AND UNDERTAKE to discharge, release, defend and save FHS, its officers, directors, employees, agents or its affiliated entities harmless from and against any and all claims, demands, liabilities, interest, damages, expenses, costs and penalties, present or future in respect of any claims, demands, actions or proceedings whatsoever made or brought against FHS and arising out of or relating to the exchange, disclosure or reporting of information by FHS, including but not limited to the above information filled by me.
- C. CONFIRM that the information provided above and any documentation provided along with this FORM are true, accurate and complete.

Name:	
Signature:	
Date:	