

**Forex Agreement**  
**Non-discretionary**

This Agreement is made on (day Date) ..... of (Month) ..... in the year ..... By and between:

**1- Messrs. /Noor AL Mal for financial Brokerage and Foreign Stock Exchange (W.L.L) referred to as "NCM.** Having its offices registered at vista Sweifieh complex, Second Floor, Prs. Alia bint Al Hussein St. Abdoun AL Shamali, Amman, Hashemite Kingdom of Jordan. BOX. 930439 code: 11193 Email: [info@nooralmal.com](mailto:info@nooralmal.com) Represented by its legal representative.

(First Party – hereinafter referred to as the "**Company**").

**2- Mr.** .....  
Nationality: .....

Its Address: ..... Email:.....

(Second Party – hereinafter referred to as the "**client**")

(Collectively referred to as the "**Parties**")

**Preamble:**

Whereas the **Company** is a Jordanian company specialized in Financial Brokerage in the foreign exchange Markets, as it possesses sufficient expertise and competence in this field.

Whereas the Client requests to open a trading account of his own (hereinafter referred to as "The Trading Account" with the company to be managed by the Client; having acknowledged they have the full legal capacity to contract and act, the parties agreed as follows:

**Article (1)**

The above preamble is deemed an integral part of this Agreement and complementary to its provisions.

**Article (2)**

The enclosed Trading Appendix, the Account Opening Agreement terms and conditions, the Trading features terms and conditions, trading policy and Specifications including all of its terms and conditions is deemed an integral part of this Agreement and complementary to its provisions.

**Article (3) – Creating a Trading Account.**

By virtue of this Agreement, the **Company** will establish, in the name of the **Client** a Trading Account under number (.....) and the **Client** entrusts same to the **Company** and the **Client** also authorize the **Company** to receive it and all its documents from any other body that may possess such documents in whatever capacity.

**Article (4) – Management Authorities**

The Company shall manage the “Trading Account ” only upon the instructions given to it directly by the Client, whether in writing, by phone, Fax through the email of the Company or other means of communication as agreed by the Parties in accordance with the investment policy of the Company and subject to the rules and directions of the supervising and regulatory authorities and the applicable laws and procedures under Law number Law No (1) for the Year 2017 Regulating the Dealing at Foreign Stock Exchanges Law along with its regulation in Dealing at Foreign Stock Exchanges as approved by the board of commissioner no. 290 of 2019 dated 27/11/2019 and any amendments or decrees that might be issued from time to time, and the Company shall take all necessary care according to the market conditions that are dealt with and all related investment risks. Which the client duly acknowledges the risks associated in which have explained to him/it.

The Client acknowledges by signing this agreement that he/it is fully aware that the Company does not warrant any profits or yields, therefore, the authorities granted to the Company are only to carry out and execute the instructions of the client.

### **Article (5) -Responsibilities & Obligations of the Company**

#### **The Company Shall undertake the following: -**

- 1- Account management: The account is managed by the client by entering trading transactions into the electronic platform or by contacting the Operations Department of the Company or the Service Provider in accordance with instructions of the supervisory authorities and the Jordan Securities Commission (JSC), in addition to the client trading himself (electronic trading) through applications. Available to the Client through his use of his User Name and password.
- 2- Implement and exercise all issued decisions, and instructions received from the Supervising Authorities and the JSC.
- 3- Shall not under any circumstances use Client’s assets and moneys in the Trading Account, to finance and/or fund credit facilities to any third party in whatever form or manner, and it shall not, under any circumstances use such assets, as collateral to secure credit facilities or to be financed by third parties.
- 4- To keep all Client’s dealings and information in strict confidence and not to disclosed it unless instructed and required by law to do so.
- 5- The Company is under no obligation to take any legal action or initiate any judicial proceedings on behalf of the Client against any third party including third parties that the Company deals with in respect to this Agreement.
- 6- In relation with paragraph (5) above, the Company shall have the right at any time to request the Client to redeem back the assets deposited in its/his Trading Account, after deducting all and any dues commissions resulted from the management of the Client’s assets prior and up to the date of the closing the Trading Account.

- 7- The Company shall deposit Client's money in separate accounts. Such Client's accounts are segregated from the company's own accounts.
- 8- The Company shall use an Internal Audit System to guarantee compliance with obligations imposed law No. 7/2017 and its amendments and its executive bylaw.
- 9- The Trades ownership is registered in the name of the company with the Foreign Broker and for the benefit of the client.
- 10- The payment and settlement process in sales cases is carried out according to the legal periods applicable in each country.
- 11- the Guiding Bulletin(s) prepared and Issued by JSC is attached to this agreement, and the Client is informed about it and the must sign it.
- 12- The company is obligated to notifying the Client via SMS and also through other means of communication agreed upon with the client of the trades executed on his account on the same day of trading or within (24 hours) from the date of executing of the trades. The Client may object to any transaction by informing the Company in writing within 24 hours. From the date he was notified of the transactions executed on his account.
- 13- The client's trading account includes a detailed Account Statement for the transactions that occurred and funds movements, and/or a detailed account statement is provided to the clients upon the client's request in writing.

#### **The Company Shall not be permitted: -**

- 1- Executing the Trades transactions on Foreign Stock Exchanges for the client except after ensuring that there is a sufficient cash balance in the client's account to carry out the transaction. It is also prohibited to grant its Clients financing from its funds or from its clients' funds to deal on foreign Stock exchanges.
- 2- dealing in margin financing activities on foreign stock exchanges within the meaning stipulated in the applicable margin financing regulations.
- 3- Accepting authorizations for any purchase or sale transaction on foreign stock exchanges except from its clients or their legal representatives in accordance with the rules.
- 4- Dealing with any foreign financial brokerage company that is not licensed by the competent authorities in their country, in addition to companies that are not licensed in the places where they conduct their business.
- 5- Pay or credit any amount to the account of any of its clients to pay the price of any transaction unless it is sold for the benefit of the client.
- 6- Carrying out any buy or sell on foreign stock exchanges except by written authorization from clients. The authorization is received either in writing, by telephone, fax, by email, or by trading via the Internet.

#### **Article (6) - Obligations and rights of the Client's**

1. The Client shall refrain from creating any pledges over any of the trading account components without the Company's prior written consent and in accordance with the procedures applied by the Company to such effect.
2. The Client will be held solely liable and responsible for any instructions given to the Company.
3. The Client acknowledges and confirms his/its awareness that the studies and researches that the Company issues or circulates from time to time are only for indicative purposes and reflects the Company's technical views and that the Company does not guarantee any profits nor any positive results when the Client relies on said studies and researches.
4. The Client represents that all assets in his/its Portfolio are solely owned by him/it and that said underlying assets nor any part of it is subject to any dispute whatsoever with any third party.
5. The Client shall notify the Company in writing about any authorization or power of attorney issued or granted by the Client to any third party to manage, collect, oversee the trading account as well as his/its assets in the trading account, the Client shall notify the company in writing and within one day of any cancellations of any power of attorney or authorizations to third parties. notwithstanding the terms of the authorization or Power of Attorney the company's policies and procedures and not in violation to JSC applicable rules and regulations.

#### **Article (7) - Withdrawal from Trading Account.**

Provided that there is no judicial or non-judicial dispute between the Company and the Client or between the Client and any third Party nor any legal restrictions, The Client has the right to withdraw all or part of the Portfolio's components upon serving a written notice to the Company expressing his/its desire to do so, or through the company's website, in which event; the Company shall without delay or deficiency, take all the necessary measures to comply with the Client request(s) in accordance with the applied procedures in such respect.

#### **Article (8) - Contract Prevailing Language**

It is agreed between the Parties that in the event of any contradiction between the Arabic and the English Languages, the Arabic language shall prevail.

#### **Article (9) - General Terms and Conditions:**

The Client accept and acknowledged the general terms and conditions mentioned below and be legally bound by it.

### **General Terms and Conditions**

The Client acknowledges, accepts and agrees that the terms and conditions set out in this document (the “**Terms and Conditions**”) shall govern the Client’s online Trading Account and Client’s transactions to be concluded through the online trading account and/or the phone and/or the Website of the Company. Furthermore, by signing agreement the Client shall be bound by the nature of Services, terms and conditions and appendices appended hereto which together constitutes one and the same document.

### **Article (10) - Definitions:**

The terms mentioned in this Agreement shall have the following meaning:

**Trading Account:** The Trading Account of the **Client’s** consists of assets that the **Company** will deposit by virtue of this Agreement.

**The management of the Trading Account:** A Trading Account that was created by the **Company** and managed by the Client, through authorization to the Company to act on behalf of the client whatever needed of measures and to credit in the client’s account and the outcome of all transactions made thereon, and all the actions made by the company on the trading account at the instructions of the Client, and in accordance with the terms of this Agreement.

**Spreads:** It means the difference between the purchase price and the selling price of all the company's products available on foreign stock exchanges at a certain moment.

**trading Components/Contents:** Funds and investments of, local and/or foreign, cash deposits, securities or any other assets included in the Trading account and any bonus shares that might be granted out of said securities and any other rights and/or funds of whatever nature in any time within the duration of this Agreement.

**Account Opening Documents** means all documents, forms, declarations, and decisions issued by the Company during the existence of this Agreement, and regulations and Guiding Bulletins issued by JSC.

**Account Statement** means the Statement showing the Client's Assets registered in the Account.

**Access Device** means a device which allows the Client to place orders, view financial or non-financial information and use services provided on the platform (personal computers or other mobile phones).

**Assets** means all assets, funds, securities, investment shares, futures contracts, OTC-CFD contracts and foreign exchange contracts and any kind of contracts that have been held or archived or held now or later by the Company on account of its Clients.

**Business Day** means any day other than a Friday or Saturday or a day on which banks in Jordan are customarily closed, or international holiday or authorized or required by law to close, where the international stock exchanges are partially or wholly closed.

**Cash Margin** means an aggregate amount or cover to the exposure and additional funds to be deposited by the Client to the Company/broker as a guarantee to buy or sell and to compensate loss due to adverse price movement in the underlying products.

**Company** means **Noor AL Mal for financial Brokerage and Foreign Stock Exchange (W.L.L)**.

**Product** any product traded at the Company trading platforms. The Company offers some product categories, without owning the underlying asset.

**Client or Trader or you** mean each person or registered Company which submits an application approved by the Company to open a Trading Account.

**Ultimate beneficiary:** A natural person with the real interest for whose benefit or on whose behalf the business relationship is conducted, or who has full or effective control over a legal person or legal arrangement, or the right to conduct legal action on its behalf.

**Local Politically Exposed Person Risk Actors:** They are persons who hold or have held senior public positions in the Kingdom or abroad as head of government, a high-ranking government official, a member of the royal family, an ambassador or consul to any of the Kingdom's embassies or consulates abroad, and similar government officials or any member of the Council. Representatives, the Senate, the judiciary, the military, an official or prominent figure in a political party, or an executive official in state-owned companies. This definition includes relatives of these people up to the second degree at a minimum and those close to them. This definition also includes domestic and foreign political agents.

**Foreign Politically Exposed Person Risk Actors:** They are persons who hold or have held senior public positions in a foreign country as a head of state or government, a high-ranking government official, a member of the ruling family in the foreign country, an ambassador or consul to any embassies or consulates in the Kingdom or abroad, and similar government officials. Or any member of the House of Representatives or councils, the judiciary, the military, an official or prominent figure in a political party, or an executive official in foreign state-owned companies. This definition includes relatives of these persons up to the second degree at a minimum and those close to them.

**Persons (foreign or local) whose occupied or held a prominent position in an International Organization:**

They are members of senior management, i.e. directors, deputy directors, and members of councils or equivalent positions in an international organization. This includes second-degree relatives of these persons, their business partners, or any persons working on their behalf or holding authorizations issued

by them. This definition does not apply to individuals who hold intermediate or lower positions in the categories mentioned above.

**Employee of Charge:** means any other employee authorized by the Company to market Company's activities and to explain the benefits of the Services which have been provided to the Clients.

**Executing Broker** means any broker who executes a transaction on behalf of the Company in the Market for the benefit of the Client.

**Extended trading Hours** means the ability of the Client to trade securities (where available) from time to time during such hours as the relevant Stock Exchange/Market is open after its normal closing time.

**Fast Market** means the financial market involves severe imbalance of trades in terms of or in combination of high volatility and heavy trading.

**Market** means for OTC-CFD: market which the Company makes available through its trading platform and/or website.

**Offline Quote** means the quote and other services which will be provided by the Company as a remedial measure, in case of system/platform failure.

**Services** mean the services to be provided by the Company according to this agreement through its Online trading platform/website or any other website which is assigned by the Company.

**NCM or The Company:** It means an entity that provides services to the customer through its website ([www.nooralmal.com](http://www.nooralmal.com)) and the electronic trading platform, and to settle all communications, inquiries, complaints, and grievances submitted by the Client.

**Predefined Automatic Order:** means an order to buy or sell an asset or product or financial instrument at the market price once they have been filled at the same price or at any other worst/better price in the market.

**Related Party:** means each or all of the Company's directors, employees, subsidiary companies, affiliates, third party providers, contractors, or other suppliers, providing services or undertaking work in connection with the provision of the Services under this Agreement

**Trading Account or Account:** means one or more online trading accounts now or hereafter opened by the Client with the Company or an account in which the Client is a participant.

**Trading Policy:** means policies and product specifications which shall be provided by the Company from time to time to the Client. these policies are subjected to change frequently according to markets or company with or without prior notice, any change in trading policies and contract specification will be considered an integral part of this agreement

**Website:** means the website of the Company or any other website assigned by the Company.



## Article (11) - Services

- 11.1 The Services provided by the company is trading services and all its related services through the website of the company or the website of NCM Company which include all computer, telephonic, facsimile, email or wireless services to be provided through a live platform or system (the “**System**”) shall be used to place orders, view financial or non-financial information, and use all tools and features provided in the System within your account with the Company (the “**Account**”). This includes services and information accessible through the Company. The Services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small-business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices (collectively the “**Access Devices**” and each an “**Access Device**”). You acknowledge and agree that in order to use the Services, including future services you will be required to procure hardware, software or other technology to access the System. The Company shall not be responsible for any inaccessibility or any other difficulty you may encounter in respect of the System resulting from your failure to possess adequate technology in order to use the Services.
- 11.2 The Services are provided on an “as is”, “as available” basis, without warranties of any kind, either express or implied, including, without limitation, warranties with respect to merchantability and fitness for a particular purpose, other than the warranties which are implied by, and which may not be the subject of exclusion, restriction or modification under, the laws applicable to the Terms and Conditions.

### Neither the Company nor any Relevant Third Party shall be liable in any manner whatsoever for:

- a) Any inaccuracy, error or delay in, or omission of, any such data, information or message, or the transmission or delivery of any such data, information or message.
- b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance, or interruption in any such data, information or message, due either to any negligent act or omission by either the Company or any Relevant Third Party. You acknowledge and agree that delays or interruptions in the use of the Services may occur, including delays and interruptions intentionally caused by the Company and or a Relevant Third Parties for the purposes of maintaining or otherwise servicing any of the Services and/or the System.

You agree that in no event shall the Company , the Relevant Third Parties (or any of their respective officers, directors, employees or affiliates) be liable for any special, indirect, incidental or consequential damages arising from your utilization of the Services arising from your utilizing the Services or relying on any Information provided by the Services (including any delay, error, incompleteness, or timeliness of any data or information provided to you) or the entering and processing of your orders via the Services.

- 11.3 The Company may only act as an agent and may execute a transaction similar to the Client's transaction with another market participant in the same financial market. Positions opposite to the Client's position may occur or may be in competition with the Client to acquire the same or a similar position. The Client acknowledges that it is customary in the trading industry an unintentional/intentional preference between the Client and other Clients may occur during trading of underlying assets in the financial markets, the company will not be responsible for any losses, damages, which



will result from such competition / preferences. The Client agree that Company shall have the right to use Client's funds to execute partial or full trades/transactions with other counterparties.

- 11.4 The Company reserves the right to terminate your access to the Services or any portion of them (including, without limitation, the Information) in its sole discretion, without notice and without limitation, for any reason whatsoever. Without prejudice to the foregoing, the Company and/or NCM Investment Company may terminate your access to the Services for reasons including, but not limited to, the unauthorized use of your user ID, Password or Trading Pin, breach of any of the provisions of these Terms and Conditions, breach of any other agreement between the Client and the Company, discontinuance of the Company's access to any Information or any other data from any information provider, or termination of one or more agreements between the Company, a Relevant Third Party or any other third entity. The Company and/or the Relevant Third Parties shall have no liability to you for terminating your access to the Services.

### **Article (12) - Privacy**

The Company shall maintain the privacy and confidentiality of the information of its Clients. The Company shall not disclose the information unless required by applicable laws or supervisory/regulatory authorities such as (without limitation) Regulatory Authorities, the JSC, and Foreign Markets where the Client is trading.

### **Article (13) - Laws, Rules and Regulations relating to this Agreement**

All the transactions between the Client and the Company shall be subject to the relevant laws of the Markets where the transactions are to be concluded. The Client shall be solely responsible to deal with those Stock Exchanges or markets and the Company shall not be liable in any way to the Client for the acts of any authority, government, private or semi-government.

### **Article (14) - Agreement and Attachments**

The Client acknowledges that the Account opening application that has been handed over to him by the Company and any applications, forms, declarations or any subsequent agreements of any kind (all as issued by the Company) are considered an integral part of this Agreement. The Company will provide trading policies and contract specification of products from time to time as these policies are subjected to change frequently according to markets or Company, trading policies and contract specification will be considered an integral part of this agreement. If the Client is a company, the official document of its authorized persons must be provided to the Company. Any change of its authorized persons must be communicated to the Company promptly.

### **Article (15) - System Failure**

The Client acknowledges and agrees that there are risks of trading system or component failure. In the event of system or component failure the Client may not be able for a certain period of time to execute new orders, execute existing orders or modify or cancel orders which are previously executed. The system or component failure may also result in loss of orders or order priority. Neither the Company nor any

Relevant Third Party shall be liable in any manner for any malfunction in the trading system or for any component failures and orders.

### **Article (16) - Commissions, Fees and Charges**

The Client agrees to pay to the Company the brokerage commissions, fees, profits, margins and other charges applicable to his Account and/or payable in return for the Client's use of the Services. The Company shall charge the Account directly for any such fees and other amounts due to the Company or Financial Brokers or referrers ("Dues") by debiting the Account accordingly. If, at the time the Company debits the Account for the Dues, the Account's balance is not sufficient, for the settlement of dues, the Client authorizes the Company to sell any Asset to recover the Dues. The Company (at its discretion) may amend the brokerage commission, fees and charges at any time by notifying the Client.

### **Article (17) - Client Financial Commitment**

The Client agrees to pay to the Company any current or future trades, debit balances, margin requirements or any other debts in his Account, including but not limited to any remaining deficit in the Client's Account in the event of total or partial liquidation of the Account by the Client or the Company. The Client also agrees to pay to the Company all the said obligations immediately.

If the balance of the Client Account is insufficient to cover the said obligations, the Client hereby grants the Company the right to sell any of the Assets in his Account to cover the debit amounts. The Company shall have the right, at its absolute discretion, to liquidate all or any part of the Client's Assets in any of his Accounts, whether those owned individually or collectively with others (including entering clearance operations) at any time, by any means, and on any exchange, as deemed necessary by the Company, without the need for serving prior notice to the Client. The Client agrees to be bound to pay the Company immediately any deficit arising in the Client's Account from the said liquidation or remaining after liquidation.

### **Article (18) - Liability for Collection Costs**

The Client agrees to pay and shall be liable for all reasonable costs and expenses of any nature whatsoever (including but not limited to legal costs) incurred by The Company in the collection of any debit balance in the Account(s).

### **Article (19) - Security Interest**

The Company shall also, without prior notice to the Client, have the right to transfer any and all the Assets from or to any Account held by the Company in which the Client has an interest whenever, in the Company's judgment, such a transfer is deemed necessary to preserve its interests. In enforcing its security interest, the Company, at its sole discretion, shall determine the Assets to be sold and the pending contracts or other instruments to be closed out and whether any additional collateral is to be provided by the Client.

In the event of a debit balance in any Account, all the Assets held in any of the Account(s) may be pledged and re-pledged, hypothecated and re-hypothecated or assigned by the Company (to the extent permitted

by applicable laws) without any notice to the Client, either separately or together with the property of others and for more or less than the amount of such debit balance. The Company may do so without retaining in its possession or control similar assets of an equivalent value.

### **Article (20) - Liquidation**

The Company, (in its sole discretion and) without giving prior notice to the Client, shall have the right to liquidate all or some of the Assets in the Client's Account or cancel any predefined automatic orders for the Account and/or close any outstanding contracts or other instruments for the Client's Account in any of the following events:

1. If the Client becomes insolvent or otherwise unable to pay any debts as they become due.
2. If the Client is adjudged bankrupt.
3. If an official receiver is appointed in respect of the Client's assets.
4. If a preservative attachment order is issued on the Client's Accounts.
5. If a judgment is passed against the Client or its Account(s).
6. If the percentage of the Client's account Equity to Margin becomes equal or less than the Percentage assigned by the Company.

The Company may sell or purchase by public auction or by a private sale without any announcement thereof. The Company may be the purchaser or the seller for its own account in any such transaction and any prior demand, call or notice provided by the Company to the Client or the time and place of such sale or purchase will not be a waiver of any right to sell or purchase by the Company without making prior demand or providing the Client notice.

Additionally, any path of dealing between the Client and the Company nor any delay by the Company in exercising any of its rights or remedies shall not be deemed a waiver thereof. The Client indemnifies and holds the Company harmless from all acts, errors, costs or expenses or fees or fines or losses or claims associated with any of the transactions undertaken by the Company. The Client shall be responsible for all the losses resulting from the Client's position notwithstanding the Company's delay in liquidating or failure to liquidate such positions. If the Company executes an order for which the Client did not have sufficient funds, the Company shall have the right, without notice to the Client, to liquidate the related trade and the Client shall be responsible for any loss incurred as a result of such liquidation. The Company shall have the right to cancel any order if the Client does not have sufficient funds in the Account to settle the final payment to the Company in order to affect the sale.

### **Article (21) - Account Monitoring and Responsibility for Account Accuracy**

The Client agrees that the Company may monitor and/or record any of the Client's communications (electronic or otherwise) with the Company. The Client further agrees and expressly consents that the use of the Services and all communications the Client has with the Company may be monitored and recorded by the Company through the use of tracking technology. It is not, however, the Company's duty to monitor the Account for credit or other purposes.

The Client allows the Company to use the information the Company obtains from monitoring and recording the Client's activity with the Company for any purpose the Company deems appropriate, as permitted by law. The Client accepts full responsibility for monitoring its Account at all times and in particular the Client agrees to monitor each open order until the Company confirms an execution or cancellation of the order to the Client. The Client shall validate its Account and the accuracy of the placed orders and immediately inform the Company by telephone/email of any discrepancies that the Client may find. The Client further agrees to immediately notify the Company by telephone/e-mail followed by Courier delivery two days later, in the event that:

1. The Client cannot find in the designated webpage or software location an accurate entry indicating that an order, including a cancellation or modification of a prior order, was received, is being processed and/or was executed.
2. The Client does not receive an accurate confirmation of execution.
3. The Client receives a confirmation of an order and/or a report with respect to the execution of a transaction, which the Client did not place or authorize.
4. Any inaccurate information in the Client Account balances or confirmations or securities positions or date of the transactions.

The Company shall not be liable and the Client releases the Company from any responsibility with respect to claims pertaining to the handling or loss of any order if the Client fails to immediately but in any event not later than 1 (one) Business Day, notify the Company by telephone/e-mail of the occurrence of any of these events. In the event that the Company confirms an execution or cancellation in error and the Client unreasonably delays to report such error, the Company may in its sole discretion either considers that the execution or cancellation affected in error was duly authorized by the Client who shall accept the trade or remove the trade from the relevant Account. All Account statements shall be deemed accepted and accurate one month after their issuance unless the Client has within the one-month period, challenged the accuracy of an Account statement and duly notified the Company with sufficient evidence supporting the Client's assertion. The Client acknowledges and agrees that the Company may adjust the Account in order to correct an error. The Client agrees to immediately return to the Company at no cost any Asset registered in the Account by error and undue to the Client.

#### **Article (22) - Unsecured Data**

The Client expressly agrees that the use of the platform and any software provided for use in accessing the Services is at the Client's sole risk. Neither the Company nor any other Relevant Third Party warrants that the Services will be uninterrupted or error free; nor do(es) the Company or any Relevant Third Party make any warranty as to the results which may be obtained from the use of the Company's website ("Website") or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Website, or with respect to any software provided for use in accessing the Website.

### **Article (23) - Direct Access to the Marketplace**

The Client acknowledges that the Company does not provide the Client with direct access to the marketplace on a permanent basis and may not automatically execute the Client's orders. The Company may instead deliver the Client's orders, if accepted by the Company, to executing brokers, exchanges, marketplace or market makers for execution (collectively, the "**Marketplace**"). As a result of the number of the involved parties, delays may occur in executing, canceling or modifying the Client's orders. These delays may be more frequent during periods of heavy trading and/or wide price fluctuations ("**Fast Markets**"). The Client acknowledges that it will receive the price at which its orders was actually executed in the Marketplace and that this price may be different from the price displayed in the Marketplace or on the Client's Access device at the time the Client placed the order.

The client undertake his knowledge and consent that he may incur losses that exceed the value of his investments, even with stop-loss orders or pending orders due to rapid market fluctuations and/or controls and/or instructions and/or legislation and/or laws and or regulations of foreign stock exchanges, as the result of these Volatility: These orders may be executed at prices much higher and/or much lower than the price at which the order was placed as a result of price gaps (PRICE CAP), which may sometimes occur in these markets due to lack of liquidity and/or economic news or any other reasons that may be affected. On the market directly.

In some circumstances, for example but not limited to, when there is political, economic, and/or any other news that greatly affects the movement of the markets, as a result, price gaps may occur, leading to pending orders being executed at the first prices available in the market regardless the client's price specified in the order. Therefore, it is the client's responsibility to follow up on all pending orders in the account.

### **Article (24) - Late and Corrected Reports and Information**

The Company may receive late reports from the Marketplace reporting the status of transactions. Accordingly, the Account may be subject to late reports related to orders which were previously unreported to the Client as having expired or been cancelled or executed. The Client acknowledges that any reporting or posting errors including errors in execution prices will be corrected to reflect what actually occurred in the Marketplace and that it will receive the price at which its order was actually executed in the Marketplace. The Client may receive a price which is different from the price displayed on the Client's Access Device at the time the Client placed the Order. The Client agrees to bear all the consequences, including any indirect or consequential damages resulting from such errors.

### **Article (25) - Cancellation and Modification Requests**

The Client agrees that the Company cannot guarantee that the Client's request to cancel or modify an order the Client placed will be effective, regardless of whether such request was submitted prior to receiving notice that the order was executed or not.

The Client also acknowledges that a requested cancellation or modification of a prior order will not be effected unless the Company has had sufficient time to forward the request to the relevant Marketplace,

the request was received by the Marketplace, and the Marketplace has matched the request to the relevant Marketplace, the request with the Client's order before it was executed. The Company does not warrant that the Marketplace will match the Client's cancellation or modification request with the Client's prior order, regardless of whether such a request was received by the same Marketplace before the order was executed. The Client further acknowledges that attempts to modify, cancel or replace an order may result in an over-execution of the order or the execution of duplicate orders and the Client shall be responsible for all such executions.

### **Article (26) - Order Routing**

- a) All the orders of the Client shall be executed on first come first served basis.
- b) Order routing system is protected. When a Client's order is entered into the system and transmitted for execution, the identity of the Client remains anonymous.
- c) In addition to that, the Company has full discretion to provide the best execution order routing option whereby the Company's system attempts to seek the best available terms for the Client's order without any guarantee thereof by the Company.

### **Article (27) - Restrictions on Trading**

Neither the Company nor any Relevant Third Party will be deemed to have received neither instructions nor orders given by the Client until the Company has actual knowledge of such instructions or orders and its content in accordance with this clause. All trading instructions and orders shall be communicated by the Client through the trading platform and/or website and/or by telephone using the telephone numbers provided on the Website. The Company will not and/or has no obligation to the Client's orders instructed by email or voice mail even if the Company is in possession of or has actual knowledge of such email or voice-mail instructions or orders.

Further the Company has the discretion to levy such additional charges for any such off line order as decided by the Company from time to time. The Client acknowledges that the Company may at any time, in its sole discretion but for justified reasons, and without prior notice to the Client, decline the Client's instructions or orders, terminate this Agreement, or prohibit or restrict the Client's ability to trade a particular Asset in the Client's Account. The Company will not be liable for any losses, lost opportunities or increased commissions which may result from the Client's inability to trade (these Assets or products) through the Website of the Company.

The client is prohibited from exploiting the electronic trading platform harmfully, such as, for example, but not limited to, conducting any quick trades (Pip Trader) or Performing Scalping trading on the account. The client is also prohibited from exploiting times in the event of lack of liquidity in the market at the time of the market opening. The client's violation of trading practices in the market will result in The company's right to take the necessary legal measures, which includes, but is not limited to, closing the customer's account immediately and without prior notification to the customer, and the company's right to claim any damages caused by the customer to the company.

The company has the right to activate the Margin Checker feature on the client's trading account at the times the company deems appropriate and without prior approval from the client.



## **Article (28) - Financial Advice**

The Client acknowledges that the Company's representatives are not authorized to provide investment advice, tax or trading advice or to solicit orders. The price quotations, market information, news and research (the "information") available on the platform are prepared by exchanges or third parties providers who are independent from the Company (and its affiliates). Neither the Company nor any Relevant Third Party guarantees the accuracy, timeliness, or completeness of the information and the Client shall make its own research and analysis or consult investment advisors before making investment decisions. Any investment decisions the Client makes, shall be based solely on the Client's own evaluation of its financial circumstances and investment objectives.

The client is solely responsible and adhere to the risk of Reliance on quotes, data or other information is at the Client's own risk. In no event will the Company nor any other Relevant Third Party be liable for consequential, incidental, special or indirect damages arising from the use of the information. There is no warranty of any kind, express or implied, regarding the information, including warranty of merchantability, warranty of fitness for a particular, purpose or warranty of non-infringement.

## **Article (29) - Electronic Records and Communications**

For efficiency purposes, the trade confirmations, account statements and other records and communications in electronic form (collectively the "**Electronic Records and Communications**") Electronic Records and Communications shall be sent to your email address. You shall maintain a valid email address and the software necessary to read send and receive electronic mail.

You acknowledge that data, including Electronic Records and Communications, may be accessed by unauthorized third parties when communicated between you and the Company or any of its affiliates by using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "Online trading platform" software that supports a data security protocol compatible with the protocol to be used and follow logon procedures for the Services. You acknowledge that the Company is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. The Company shall not be responsible, and makes no warranties regarding, the access, speed, availability of any internet service. By signing the Application Form and other documents, you consent to the receipt of Electronic Records and Communications in connection with this ESA and all related transactions and dealings with the Company, including confirmations, account statements, messages and notices of any kind as are required pursuant to these Terms and Conditions. You further agree that the Electronic Records and Communications shall be deemed as an original executed document for the purposes of any applicable law and that the Electronic Records and Communications shall constitute valid evidence of the statements contained therein. All communications sent to your email address shall be deemed to have been delivered personally, whether actually received or not.

You shall immediately notify the Company of any change to your email address by:

- (i) using the procedures to change your email;
- (ii) contacting the Company Help Desk for further instructions.

### **Article (30) - Client Responsibility for User Name (ID) and password**

The Company shall assign one "User Name (ID)", a "password" to the Client enabling him to access his Account and trade through the same, collectively or individually all of which shall be called hereinafter as "the trading PIN". In the event of a joint account, all the joint account holders will be considered as co-owners of the Account's user ID. The Client shall be responsible for the use and maintenance of the confidentiality of the "the trading PIN" including responsibility for all orders entered in the Account by the Client or by any third party duly authorized to use the Client's Trading PIN. The Client acknowledges that the Company cannot detect whether a person other than the Client has used or is using the Client's Trading PIN. Any use of the Client's Trading PIN shall be deemed as having been duly authorized by the Client. The Client is liable for any such use and shall store any information such as its Trading PIN on one or more personal computers at its own risk and responsibility. The Client agrees to immediately report any loss or theft of the Trading PIN or any unauthorized access to the Account by sending notice via e-mail to the Company. The Client further commits to indemnify and hold the Company harmless against any liability, costs or damage arising out of or in connection with any claims by the Client or any other account holder or any other party who has links to such unauthorized access or use.

### **Article (31) - Agreement with Third Parties**

The Client acknowledges and agrees that access to the Services may be terminated immediately whether directly or indirectly, of any agreement between the Company and a Relevant Third Party, or another third party providing the services.

### **Article (32) - Incoming Funds**

The Company shall not be responsible for any loss and/or damage which results from delayed transfer(s) due to circumstances beyond the Company's control. The Company may accept that third parties deposit funds in the Client's Account provided that such third parties are the Company's Clients.

In this case, the Client represents and warrants that such funds belong to the Client and the Client has directed that such funds be deposited into its Account. The Client represents and warrants that no third parties have beneficial ownership over funds made available by the Client to the Company and that the Client is not trading on behalf of third parties unless the Client has notified the Company in writing to the contrary and provided that the Client has represented that it is properly registered and authorized under applicable laws and regulations to conduct such trading on behalf of third parties and such third parties are the Company's Clients. The Client represents (and warrants) that all Funds deposited into Client's Account shall be for the purpose of trading securities and other investment products provided from time to time by the Company.

### **Article (33) - Service Charges-Outward transfer of Funds**

Outward transfer of funds will be affected to the designated account of the Account Holder specified at the time of the opening of Account or such designated account as revised thereafter in accordance with

the provisions of this Agreement. The Company shall debit/deduct from the Account such charges as applicable at the time of transfer by the Company.

### **Article (34) - Credit Information**

The Company, without notifying the Client, shall have the right to exchange the Client's personal and credit information with certain government authorities and other third parties legally entitled to obtain such information, for contract and compliance purposes. The Company shall have the right to investigate and verify the identity of the Client for determining the financial conditions and compliance with certain laws such as laws about money laundering, international boycott and transactions with specially designated nationals. All other uses of your personal and credit information shall be subject to the policy of the Company. The Client also authorizes the Company to investigate his background and credit standing (and credit standing of his wife and children, if any) and to request a report for verify the information about his Identity (Trading PIN) and the source of the payments to enable the Company to determine the eligibility of the Client to open an account and for any legitimate business purposes. The Client also authorizes the Company in this regard to contact financial institutions regarding the foregoing.

### **Article (35) - Adjustments to the agreements**

The Client agrees that the Company may change, add, or cancel any of the terms and conditions of this Agreement at any time by notifying such modification and their effective date on the Company's Website and notifying thereof by e-mail at the e-mail address as provided to the Company. Upon the completion of this procedure the Client and the Company shall be legally bound by the modification regardless of whether the Client receives the e-mail or not. The Company may change its Services at any time by making changes on the Website of the Company and it shall not be obliged to provide the Client any separate notice concerning such change. If the Client does not agree on the amendment, the Client shall promptly notify the Company by e-mail and promptly cease to using the Company's Services except as necessary to close the Account. The Client acknowledges that the use of the Company's Services after the amendments to this agreement or modification to the service shall be deemed as the Client's agreement on the amendments, whether he knew them or not. The Client acknowledges and agrees that his use of the Access Device means that he is legally bound by the amendments regardless of whether he is able to access the text of these terms or their amendments.

### **Article (36) - Force Majeure**

The Company shall not be held liable in the event of force majeure and emergency situations such as suspension or delay of trading, war or earthquakes, unrest or communication line failure, electricity or equipment or software failure or any other cause beyond the control of the parties whether directly or indirectly or unauthorized access or theft or any problem technical or otherwise, which may prevent the Client from entering, canceling or modifying an order or prevent the Company from acting on an online order or instructions.

If the Company determine that a force majeure event exist, the Company in its absolute discretion without notice and at any time take one or more of the following steps

- a) Close any or all of your open contracts at such closing level as the company reasonably believe to be appropriate
- b) Suspend or modify the application of all or any of the terms of this agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with the term or terms in question.
- c) Alter the last time for trading for particular contract.
- d) Take or omit to take all such other actions as the Company deem to be reasonably appropriate in the circumstances having the Company positions, your positions and the positions of other Clients.

In the event of the above events, the Company shall not be liable to the Client for any claims, losses, damage, costs and expenses, including lawyers' fees, arising directly or indirectly out of such events.

### **Article (37) - Release of Liabilities**

Termination of this Agreement shall not release the Account holder (holders) from any liability with respect to transactions effected until the date of termination regardless of whether claims were made before or after such termination.

### **Article (38) - License to use Company's Software and Restrictions thereof**

The Company grants the Client a license to use Company's software for trading only whereas the Company and/or the third parties shall remain the owner of the software including all applicable rights to patents, copyrights, trademarks. The Client shall secure and protect, as reasonably required, the Company's ownership and rights in the Software and shall not sell, exchange or otherwise transfer the Company's software to others. The Client shall also not copy, modify, translate or decompile, reverse engineer, disassemble, update, replace, amend, enhance or make any additions to the Company's Software provided to the Client.

### **Article (39) - Risk Disclosure statement**

- 1- Dealing in products and securities offered by The Company (the "Products") entails a series of risks such as (without limitation) market risks, hedging and speculating risks including short selling risks, frequent trading "known as day trading", extended hours trading, execution and technology risks, product risks, currency risks, legal risks, accounting risks, credit risks, foreign country risks, lack of regulatory oversight risks, leverage risks, and tax risks.
- 2- Investing in the Products requires an understanding of the nature of financial activities in general and a good knowledge of the nature of the Products, the risks involved and a financial ability to bear the prospective losses which may be incurred as a result of the investment in the Products.
- 3- This statement may not be sufficient to explain to you all the risks of dealing with the Products. Therefore, before you start dealing with The Company and the Products, you should carefully familiarize yourself with the nature of, and the risks involved by, investing or transacting in the Products. You should fully understand and be aware that it is your sole responsibility to make your own independent appraisal and investigation into the risks associated with your desired investment or transacting in any Product. You should only rely on your own assessment of the considered

investment or transaction. You should not construe the contents of any communication from The Company, its officers, employees or agents as legal, tax or other advice.

- 4- Prior to investing in the Products, you should consult with your investment, accounting, legal, financial, tax and other relevant advisors to evaluate independently the risks, consequences and suitability of an investment or transaction in the Products. You must also ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of investing in or transacting with the Products. The Company makes no representation as to the proper characterization of the Products for legal, accounting, regulatory or tax purposes, or as to the ability of a particular investor to invest or transact in the Products under applicable legal investment restrictions. All investors whose investment authority is subject to legal or tax restrictions should consult their legal advisors to determine whether and to what extent the Products would legally constitute investments for such investors. Investors should invest or transact in the Products only if they can withstand a total loss of their investment.
- 5- You acknowledge that no guarantee or assurance whatsoever can be given by The Company with respect to profits and/or returns on the capital invested in the Products. Some of the Products such as derivatives can be highly volatile and are subject to a change in the value of the underlying asset. You may also be requested to deposit a margin before starting your activities with The Company. Trading derivative instruments will therefore allow you to leverage your investment by paying only a fraction of the capital required and still having a full exposure to the fluctuation of the price of the underlying asset. You should calculate the extent to which the value of the underlying asset must increase for your position to become profitable, taking into account all transaction costs.
- 6- Instrument may be influenced by a number of factors such as the level of interest rates and the price and volatility of the underlying asset. You will also be exposed to risks which are proper to the nature of the underlying asset. You should familiarize yourself with these risks prior to entering into any transaction. Certain strategies are used to mitigate the risk of entering into a derivative transaction. These strategies may not be effective in certain circumstances. Strategies using combinations of positions may be as risky as taking simple 'long' or 'short' positions. Hedging transactions may require a constant monitoring and failure to properly monitor a hedging transaction can make the position either un-hedged or over hedged and losses may be incurred.
- 7- You must monitor your positions and you shall not rely on The Company doing so. You further acknowledge that a stop-loss does not imply that the derivative instrument will be closed at that price or even closed. A sell-at-market-order or a limited order or any predefined automatic order does not imply that the derivative instrument will be closed or executed at that price or even closed or executed.
- 8- Trading with The Company on markets other than the Jordanian market means that you are entering into a position only with The Company in its capacity as a counter party. Investors acknowledge that the rules designed to protect investors who purchase securities via an exchange or a regulated marketplace will not apply. Positions maintained for Clients are non-transferable to third parties. Investments or transactions in the Products are not insured under any insurance program.
- 9- The client acknowledges that he is fully informed and aware of the automated Expert Advisor (EA) system and/or the sequential stop loss system (Expert Advisor system) and how it functions, turning it on and off, and that the Client is able to make his decisions on his own without any interference from the EA system from any party whatsoever, and that he accepts and agrees to use the services of the EA system and undertakes that he is fully responsible for choosing and determining the trading



strategies available to him and the policies and strategies regarding the use of services such as the automated EA system and/or the sequential stop loss system, which will not be able to provide him with any advice. Or provide any type of comment regarding the nature, risk, or suitability of any trading process, deal, or any investment strategy.

- 10- The company also has the right to cease the services of EA and/or the sequential stop loss system at any time it deems appropriate and without prior notification to the client.
- 11- The company does not bear any legal or financial responsibility or any legal damages or financial losses resulting from the client activating or using the automated EA system and/or the sequential stop loss system, and the company will not be responsible for any damage or loss, including, but not limited to. Any trading losses in his accounts may occur directly or indirectly as a result of using these systems.

#### **Article (40) - Cash Cover to the used margin**

The Client agrees and undertakes that in any case his Account's Equity to Margin Ratio shall not be equal to or less than **10% for Variable account** for the relevant product, market and currency in which the margin was used and that the Company shall have the right to liquidate the Assets in the relevant Account. For the avoidance of doubt the liquidation of the Account may be carried out and completed, at any time as long as and in the event of Equity to Margin Ratio becomes (**10% or less**) has occurred regardless of the timing of liquidation and/or relevant market conditions.

The Company shall have the right to change the Equity to margin liquidation Level from **10% or less for any type of account** to any other level which will be notified to the Client from time to time. The products specification is considered as a part of this agreement.

The Client agrees that in case of (**Negative Balance**) in any account, the Company has the right to adjust the negative amount from his/her other accounts. In case and after settlement the Client still has negative balance, the Client agrees that he/she owes this amount to the company from any fresh deposit.

#### **Article (41) - Company's limitation of liability**

The Client agrees and acknowledges that the Company shall not be liable for any damage, directly or indirectly, which may result from using such Services including, but not limited to, for example the damage resulting from the loss of capital or loss in the margin profit, realized or unrealized losses, financial markets fluctuation or improper use of the Services or unauthorized entry of others or wrong placing of buy or sell orders or any other matter relating to Services. In no event shall the Company's liability exceed the highest monthly commissions and fees paid by the Client to the Company during the dispute regardless of the amount of the Client's damage.

#### **Article (42) - Events of Default**

The agreement shall be terminated in event of default shall occur as follows:

1. If the Client breaches, repudiates, defaults in any way the provisions or attachments of this Agreement.
2. If the Client fails to provide assurances of performance of its obligations satisfactorily to the Company.



3. If the Company, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the Client's performance of any obligation and immediately after demand.
4. If any proceedings are commenced against the Client under any bankruptcy, insolvency relief of debtors or similar law.
5. If the Client provided inaccurate information to the Company or if information initially correct when provided by the Client subsequently becomes incorrect.
6. If the Client fails to pay any of the dues to the Company.
7. If the Equity to Margin ratio in the Account becomes as contained in clause (40) of this Agreement, and in this case the Company shall have the right to liquidate the Assets in the Account for which the margin was used for, on the price of liquidation (Equity to Margin 10% or less for variable account) regardless the time of liquidation.

The Client declares that all balances with the Company whether carried individually or jointly with others is to be considered as a guarantee to the Company to performance the Client's obligations hereunder and (the Client) indemnifies the Company against all omissions, costs, expenses, losses, fines, claims or obligations undertaking by the Company or third parties directly or caused by any of the previous events, the Company shall have the right to suspend any or any part of its obligations to Clients. In addition to that the Client hereby acknowledges that the Company shall have the right to liquidate the Client's portfolio or the Client's all balances as if the same were pledged to the Company.

### **Article (43) - Settlement**

- 1- Upon the occurrence of an event of default of any of the provisions of this Agreement, the Company shall have the right, in its sole discretion and without giving the Client any additional notice, on any exchange or other market, to forthwith close and liquidate the Account, terminate any agreement with the Client, sell any or all of the Client's Assets (whether they are registered in the Client's individual Account or in a joint Account) and cancel any pending orders and/or close out any outstanding contracts or other instruments.
- 2- The Client shall no longer be able to access the platform and to initiate Market Orders. All Cash Margins shall become immediately payable to the Company who will automatically offset all of the Accounts (whether individuals or joint accounts) and transactions. Any amount remaining after the full recovery by the Company of its rights shall be recovered by the Client. The Client shall further be liable to the Company for the amount of all reasonable legal and other professional expenses incurred by the Company in connection or as a consequence of an Event of default.
- 3- The Client acknowledges and agrees that he is aware of the risks associated with technology and associated with the electronic trading system and that the trading system may be subject to a temporary suspension or glitches as a result of a technical defect outside the control of the Company, and in the event, there is a violation by the Client and exploitation of the technical defect, or glitches in terms of (performing direct execution on incorrect market prices due to the technical defect and exploiting it to earn a profit) and the Client's attempted to conduct trading operations that may cause harm and loss to the Company through the exploitation of the market that the Company deems to be considered a violation to customary trading behavior. The Client acknowledges and authorizes the Company to close effected positions and make a settlement on the Client's Account at any time by deducting or adding any amounts from the Client's Account resulting from these trades or operations

without the need to notify the Client immediately and without the Client's prior approval and the slightest liability to the Company.

#### **Article (44) - Governing Law and Jurisdiction**

This Agreement shall be subject to the provisions of the Jordanian law as well as the instructions and regulations prevailing at and pertinent to the JSC. The Jordanian courts shall have the exclusive jurisdictions to settle all disputes resulted from the execution or/from the interpretation of this agreement.

#### **Article (45) - Taxes and Set Off**

The Company shall not be liable for any taxes or duties payable on or in respect of the Assets or other assets of the Client nor for the management or any diminution/increase in the value of Assets or other assets of the Client. All payments to be made by the Client to the Company under this Agreement shall be made free and clear of and without deduction for or on account of tax unless the Client is required by law to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding (including any deduction or withholding applicable to additional sums payable under this clause, the Company receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made. Without prejudice to the provisions of the above, if the Company is required to make any payment on account of tax (other than tax on its overall net income) on or calculated by reference to any sum received or receivable under this Agreement by the Company, the Client shall, upon demand of the Company, promptly indemnify the Company against such payment or liability, together with any interest, penalties and expenses payable or incurred in connection therewith.

The Company may set off any matured obligation due from the Client under this Agreement or any other arrangements or contracts whatsoever (to the extent beneficially due to the Company) against the Account and Assets therein, regardless of the place or the currency of payment. If the obligations are in different currencies, the Company shall be entitled to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. The Company may apply any amount it has received from or for the Client or any Assets in the Account in or towards payment of any amount due from the Client under this Agreement or any other arrangements or contracts.

#### **Article (46) - Assignment**

This agreement shall inure for the benefit of the Company's successors and assignees (whether by merger, consolidation or otherwise). The Clients grant the Company the right to transfer their Account to any successor organization or any other organization. The Client is not allowed to assign any of the rights or duties of this Agreement or any interest in their Account to any third party without prior written consent of the Company.

### **Article (47) - Severability**

In the event that a provision of this Agreement becomes invalid or unenforceable by any court or any official or unofficial agency such provision shall be ineffective to the extent of such invalidity without affecting the remainder of such provision or the remaining provisions of this Agreement.

### **Article (48) - Entire Agreement**

This agreement and all other agreements between the Client and the Company in respect of the Account and any terms and conditions provided in the Company's Website or in the statements of account and trade confirmations provided to the Client, constitute the entire agreement between the Company and the Client who have made no representations or warranties other than those expressly provided herein.

### **Article (49) - Client's Particulars**

The Client represents and warrants that:

- 1- The Account Application submitted by the Client is incorporated by reference and made a material and integral part of this Agreement.
- 2- All the information contained in the Company's Account Application Form is true and complete.
- 3- The Client agrees that if any of the information provided by the Client in the Account Opening Application, the Client shall make appropriate changes in the Client account by using the procedures available on the Website of the Company or by calling the Company to obtain further instructions. The Client authorizes the Company to make such inquiries, as it deems appropriate, at any time, to verify Client information.

**A- If the Client is a natural person (an individual):** The Client declares and undertakes that he is over 21 years old and has the legal capacity to undertake investment activities and is aware of the investment risks.

**B- If the Client is a company:** The Client and its authorized representatives represent and warrant that the Client:

1. Is authorized pursuant to its articles of Association of the Company, joint venture agreement, bylaws, Employment Agreement or other governing documents and the jurisdictions in which the Client is so registered or regulated (limited to Kuwait and members of Gulf Cooperation Council) to enter into this Agreement and to trade the securities or other investment products to be traded in the Client's Account.
2. Is under no legal incapacity.
3. Is financially sound.
4. Has sufficient experience and knowledge about the risks and characteristics of the securities, options and futures contracts, OTC-CFD contracts and other investment products to be traded in the Client's Account.
5. that the persons which the Client identifies to the Company as authorized to enter orders and trade on behalf of the Client have full power to do so.

## **Article (50) - Privacy and Safeguarding information**

The Company shall take substantial precautions to safeguard the information of the current and previous Clients or with whom it has dealt with.

**A- The Company shall not sell the information to third parties:** The Company shall neither sell Client's information to any third parties nor shall license such to other companies. However, the Company shall notify the Client in advance if it is required to license the data to others.

**B- Information security is the Company's priority:** The Company has put in place various policies and practices that are designed to protect the privacy of the Clients' information and the Company evaluates such policies periodically in order to provide protection to the Client's information.

**C- Collection of Client's particulars through working Channels:** The Company shall collect its Clients' data in order to facilitate the Clients operation and provide efficient services and increase productivity. The Company shall collect and record the following information about the Clients:

1. Data contained in the Account opening Application and other forms given by the Client to the Company.
2. Data for trading provided by the Client through the Company's Website.
3. Credit information in order to verify information on Client's identity and determine Client's credit standing.
4. Information regarding Client's employment and place of residence.

**D- Information sent to others:** Some information may be sent to the supervisory/regulatory authorities pursuant to the prevailing laws.

**F- The Company observes the highest standards of accuracy:** The accuracy of the Clients' particulars is as much important for the Company as its Clients. For this reason, the Company provides its Clients with information about their Accounts through trading notices, Statements of account, by telephone through the Clients Relations employees, or via internet through the Company's Website. In case of any inquiries about the correctness of the statements, please call the Company immediately.

## **Article (51) - Email Confidentiality**

The Company uses the email addresses of its Clients to provide them with information that facilitates their dealing with the Company. The Company also provides additional services via email such as new issues, announcements concerning the stock exchanges, etc. Furthermore, the Company may use the email of the Client to provide him with information about new products and services or investment opportunities that may attract the Client's attention.

## **Article (52) - Complaint Handling**

In the event there is a complaint related to the implementation of these terms and conditions, or any other services provided by the company, the Client has the right to submit a complaint to the Client

Complaint Unit in the Head Office, and as announced in the Company’s website, and the Company will investigate the complaint and inform the complainant of the result within (30) days at most from the date of filing the complaint and accepting it as per the Complaint Unit policies and Procedures

**Article (53) - Term and Termination:**

This Agreement shall be valid and in force for an unlimited period, unless terminated by either party under a prior written notice sent ahead of (3) three official Business Days to the other party at their own discretion. Termination of this Agreement shall not release the Client from any obligation or responsibility relating to deals or transactions performed until the date of termination. In case of Termination Company has the right to close all the open position in the Client’s Trading Account.

**Declaration, Acceptance and Approval:**

I, we, the undersigned.....,

Hereby declare and accept that I/we, have reviewed all terms and conditions contained above numbering (53) and all annexes numbering (3) and which all together constitute (28) pages, and I/we, fully aware and understand, and I/we have satisfactory clarifications and answers to all my/our inquiries and questions from the company. Accordingly, I/we, hereby accept and declare that these terms and conditions with the annexes attached herewith or the annexes that will be attached later (for example without limitation, annex of policies and products characteristics and trading notices), shall be binding to me/us as regards my/our accounts and trading with the company.

Signature : .....

Date: .....

**For and on behalf of:**

**NOOR AL MAL for Financial Brokerage and Foreign Stock Exchange Company LLC**

Authorized signatory:

Name: .....

Date: .....

Signature: .....

**\* For Internal Use \***

CS Employee Name : .....	Compliance officer Name : .....
Approved Date : .....	Approved Date : .....
Signature : .....	Signature : .....

### Annex (1)

#### Signature Card

This signature card shall be considered an integral part of your opening account documents.

I/We, the undersigned, hereby declare that the purpose of signature on this card is to enable the company to use it for certification on my/our signature in all that pertains to trading account transactions.

#### Client's signature

First and last name	Residence	Nationality	Passport/ID #

Signature of the authorized representative (corporate account)

First and last name	Domicile	Nationality	Passport/ID #
The authorized representative's Signature specimen (please sign and stamp)			

Date: .....



## Annex (2)

### Fees and Commissions Schedule

I/we, the undersigned, referred to you through NCM Company, hereby declare and acknowledge that I/we delegate NCM for Financial Brokerage and Foreign Stock Exchanges Company LLC (the company) to charge me/us (the client) and deduct from my/our own trading account with the company, the amount of fees and commissions and also to deduct from the points difference in favor of the company. Under this agreement, the company shall have the right to grant NCM Company all the commission deducted below or part thereof.

Schedule of commissions set out below:

#### First: (Branch's Commissions):

Real-Time Commissions of Currencies Per each round turn in the contract	
Real-Time Commissions of Minerals Market Per each round turn in the contract	
Other CFDs Commissions Per each round turn in the contract	

#### Second: (Other Commissions):

Currency differences	Annex: (Characteristics of trading contracts MT5)
Bank transfer commissions	
Cheques commissions (mail, under collection)	
SMS Services	

Client's Name	
Date	
Signature	

### Annex (3)

#### Platform with variable price differences

- 1- 25 Contracts are Maximum allowable
- 2- Products are: currencies, gold, silver, petrol, and Dow jones
- 3- Market implementation
- 4- Variable differences
- 5- Clients' contracts may be executed at prices different from the announced ones according to market prices.
- 6- Completely covered contracts may not protect client's account against liquidation
- 7- Contracts shall be liquidated at (10% of cash to margin ratio) or less.

a- The difference to be added between the purchase and sale price (Mark-up): -	0 PIP
b- Leverage	1 : 100

Stop-out level at 10% of (equity to margin ratio) or less.

The Mark-up: is the difference between the Sell / buy order.

The Financial Leverage: **1:100**

Agree

#### Negative balance:

If the client has one or two accounts, then the client shall declare and accept that they owe the company with the negative balance, if any, and in this case they shall agree to that the company shall have the right to make settlement between the accounts and deduct the negative sum from other accounts of from new deposits.

As mentioned in the characteristics of trading contracts and article 40 hereof.

Client's Name	
Date	
Signature	