INVESTMENT SERVICES AGREEMENT
INVESTMENT SERVICES AGREEMENT

Dated: ______________________

BETWEEN

1. Emirates NBD Bank (PJSC) duly incorporated in Dubai, having its registered address at P.O. Box 777, Dubai, United Arab Emirates and

2- Primary applicant __________________________________________

having his/her/its/their address at ____________________________________

and CIF number _______________________________________________

Joint applicant 1 __________________________________________

having his/her/its/their address at ____________________________________

and CIF number _______________________________________________

Joint applicant 2 __________________________________________

having his/her/its/their address at ____________________________________

and CIF number _______________________________________________

Joint applicant 3 __________________________________________

having his/her/its/their address at ____________________________________

and CIF number _______________________________________________

(Customer).

RECEITAL

The Bank is licensed to provide investment services in relation to certain financial investments and other related wealth management services.

The Customer wishes to open and maintain one or more Portfolio Accounts and related Bank Accounts with the Bank and to avail of the Services of the Bank from time to time.

By executing this Agreement, the Customer agrees to enter into this Agreement and to be bound by its terms.

NOW IT IS AGREED AS FOLLOWS:

1 - RECITAL

The above recital constitutes an integral part of this Agreement and shall be read in accordance with the terms of this Agreement.

Capitalised terms used in this Agreement shall have the meaning ascribed to them in the Terms and Conditions set out below.

2 - ENGAGEMENT

2-1 The Customer hereby engages and expressly instructs the Bank for the Term: (i) to open and maintain one or more Portfolio Accounts and/or any related Bank Accounts with the Bank; and (ii) to provide the Services and Ancillary Services in accordance with the terms of this Agreement.

الان فقد تم الاتفاق على ما يلي:

1- التمهيد

يشمل التمهيد أعلاه جزءًا لا يتجزأ من الاتفاقية ويعين قراراتها وفقًا لشروط واحكام هذه الاتفاقية.

تحمل المصطلحات المكتوبة باللغة العربية والاستثناءات في الاتفاقية المعاني المحددة لها في الشروط والاحكام المذكورة أعلاه.

2- التعاقد

بوجه هذه الاتفاقية ، يدول العميل البنك نية أنه فتح والاحتفاظ بحساب أو أكثر من حسابات المحافظ أو أي حسابات مصرفية ذات صلة لدى البنك دون أي تعليمات إضافية من العميل (i) أن يتم تقديم الخدمات من قبل البنك أو وكلائه وفقًا لهذه الاتفاقية.
3 - TERM

3-1 This Agreement shall commence on the Commencement Date and shall end on the Termination Date (the "Term").

3-2 Termination

3-2-1 Either party may terminate this Agreement with or without cause by providing the other party thirty (30) days prior written notice of termination.

3-2-2 Without prejudice to any other rights of the Bank, the Bank has the right to terminate this Agreement, without providing any written or verbal notice to the Customer or obtaining any court order, if:

(i) In the view of the Bank, the Customer breaches this Agreement terms and conditions or otherwise fails to carry out any of its obligations under this Agreement;

(ii) In the view of the Bank, the Customer breaches this Agreement and fails to remedy such breach within seven (7) calendar days of written notice from the Bank to the Customer to remedy such breach; or

(iii) The Customer is bankrupt or insolvent, makes any arrangements with its creditors, a petition, or receiving order in bankruptcy, is presented or made against the Customer, or a petition or order for an administration order is presented in relation to the Customer, or a resolution or petition is passed or presented to wind-up, nationalize, dissolve, re-organize or place in administration the Customer (otherwise than for solvent restructuring or amalgamation), or a liquidator, custodian, trustee, conservator, administrator, receiver, administrative receiver or similar officer is appointed in respect of the Customer or a substantial part of its revenues and/or assets.

Any termination of this Agreement shall be without prejudice to any rights and remedies available to the parties. Termination of this Agreement will not affect the validity of any action previously taken by the Bank, any liabilities or obligations of the parties arising from Investments, transactions or other occurrences initiated before termination of this Agreement, or the Customer's obligation to pay the fees and expenses of the Bank in accordance with this Agreement.

Investment Services Agreement - Personal Banking

NE56FRM0560 (Page 2 of 36)

Bank of the Emirates (UBS) S.A.C., a bank registered in the United Arab Emirates under the laws of the UAE, licensed and regulated by the Central Bank of the UAE. The term “Investment Services Agreement” means the agreement between Bank of the Emirates (UBS) S.A.C. and the Customer under which the Customer agrees to receive Investment Services from the Bank of the Emirates (UBS) S.A.C.

NE56FRM0560

Page 2 of 36

Ver 4

12.20

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Page 2 of 36

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Bank of the Emirates (UBS) S.A.C., a bank registered in the United Arab Emirates under the laws of the UAE, licensed and regulated by the Central Bank of the UAE. The term “Investment Services Agreement” means the agreement between Bank of the Emirates (UBS) S.A.C. and the Customer under which the Customer agrees to receive Investment Services from the Bank of the Emirates (UBS) S.A.C.
3-2-4 The Customer hereby acknowledges that termination of this Agreement shall not entitle the Customer to immediately liquidate or receive its Assets. Availability, liquidation or redemption of such Assets will be subject to the terms of such Assets, the requirements of the relevant custodian, nominee or administrator of the Assets, and the Bank’s right to deliver the customer the cash equivalent of the relevant assets (in lieu of delivery of such assets) in accordance with the terms of this agreement.

3-2-5 Upon receipt of written notice from the Customer to terminate this Agreement or the Termination Date (whichever is the earliest), the Bank shall be entitled to cease performance of the Services and Ancillary Services and to cease any further Investment in the Assets. Transactions initiated by the Bank or its Agents on behalf of the Customer prior to the Termination Date shall be concluded in an orderly fashion in accordance with the terms hereof as determined by the Bank in its sole discretion, including the termination of any irrevocable commitments initiated prior to the Termination Date.

3-2-6 In all circumstances, the Bank shall have the right at any time to close the Bank Account or terminate the Portfolio Account of the Customer without providing any notice to the Customer. If, in such circumstances, cash amount(s) stand to the credit of a Customer’s Bank Account or interests in Assets are stated in the Portfolio Account (if applicable), the Bank shall have the right to determine at its sole discretion the method of transferring to the Customer or its nominee such Cash Sum from the Bank Account or such interest in Assets (in whichever form the Bank shall determine in its sole discretion) by any prevailing method that is used by the Bank at the time, subject to the Bank’s right of set-off in accordance with Paragraph 10 (Set Off) of the Terms and Conditions of this Agreement.

4 - FEES AND EXPENSES

4-1 The Customer shall pay the Bank all fees, expenses and charges in accordance with the terms of this Agreement and as set out in the Schedule of Fees and Charges (“Service Charges”). If, in the view of the Bank, Value Added Tax or any other similar tax (“Tax”) is payable by the Customer, such Tax shall be payable in addition to, and at the same time as, the Service Charges.

4-2 The Customer agrees to pay the Bank all other expenses that may be charged to the Bank by its Agents or any third party in respect of the provision of any Services or Ancillary Services for and on behalf of the Customer in accordance with this Agreement (“Agent Fees”).

4-3 The Bank is entitled to, and the Customer expressly authorizes the Bank to, debit from the Customer’s Bank Account amounts equal to the Service Charges, Agent Fees and any Tax payable by the Customer on accordance with the terms hereof.

5 - PAYMENT PROCEEDS

5-1 Subject to the terms of this Agreement, the Bank shall credit the Customer’s Bank Account with the balance of proceeds resulting from the redemption, liquidation or disposal of the Assets in accordance with their terms.

5-2 No proceeds shall be credited to the Customer’s Bank Account unless and until the Bank shall have realized, collected or received such proceeds.

6 - NOTICES

Notices to the Bank by the Customer, and to the Customer by the Bank, shall be in writing in accordance with Paragraph 11 (Communications) of the Terms and Conditions of this Agreement.

4 - الرسوم والنفقات

4-1 يلزم الموظف بدفع رسوم الخدمات والرسوم والنفقات للبنك وفقاً للإحكام هذه الاتفاقية و التي هي موضحة في بند الرسوم والنفقات (“رسوم الخدمات”). إذا كان البنك يرون وجوبية سداد ضريبة (رسوم خدمة) من قبل العميل ، فسيتم سداد هذه الضرائب بالإضافة إلى رسوم الخدمات.

4-2 يوقع الموظف على سداد الرسوم والنفقات الأخرى للبنك والتي يقوم البنك بمدendaها إلى البنك أو أي طرف آخر فيما يتعلق بتقديم أي من الخدمات أو الخدمات المتعلقة بالبيانات عن العميل وفقاً لهذه الاتفاقية (“رسوم الوکيل”).

4-3 يحق للبنك ، ويقوم الموظف صراباً للبنك ، الخصم من أي مبلغ بالرسوم والرسوم المتصلة / الناقية للعملية بما يعادل رسوم الحق وفقاً لشروط هذه الاتفاقية.

5 - حصة الفائدة

5-1 مع زيادة المدenda الخاصة بهذه الاتفاقية ، يوجد البنك في الحساب المصرفي جميع الأرباح الناتجة عن استرداد الأراضي أو أي أصول أخرى أو تلك الأخرى.

5-2 لا تتم إذاء أي إدراج في الحساب المصرفي فيما يتعلق بمعاملة معينة إلا إذا فاز البنك بتخصيصها أو استلامها.

6 - الإحتجازات

6-1 يجب أن تكون الإحتجازات المترتبة إلى البنك من قبل العميل ، والعملية من قبل البنك ، محكمة وفقاً للتعريف 11 (الإحتجاز) من شروط وأحكام هذه الاتفاقية.
7 - BINDING AGREEMENT

(i) This investment services agreement, (including the parties listed, the Recital, and Clauses 1 (Recital) to 7 (Binding Agreement));

(ii) the General Terms and Conditions of Accounts and Banking Services for Emirates NBD PJSC;

(iii) the Schedule of Fees and Charges;

(iv) the Terms and Conditions set out below, (including Paragraphs 1 (Definitions and Interpretation) to 15 (Arbitration));

(v) the Client investment risk profile;

(vi) any other Appendix; and

(vii) any amendment to any of these in accordance with the terms hereof (i) to (vii) together, “this Agreement”), constitutes a single agreement and is binding on the parties hereto.

By signing this Agreement, the Customer hereby represents, warrants and agrees that it:

(i) Holds a copy of, has read in full, fully understands the risks associated with, and irrevocably undertakes to be bound by, the General Terms and Conditions of Accounts and Banking Services for Emirates NBD (PJSC), and the Schedule of Fees and Charges, each of which may be amended by the Bank from time to time without notice to the Customer.

(ii) Is fully aware that the General Terms and Conditions of Accounts and Banking Services for Emirates NBD (PJSC), and the Schedule of Fees and Charges, are subject to amendment by the Bank from time to time and the Customer is wholly responsible for keeping itself informed of the current form of the General Terms and Conditions of Accounts and Banking Services for Emirates NBD (PJSC), and the Schedule of Fees and Charges (each available to view on https://www.emiratesnbd.com/);

(iii) The information it has provided in the Client investment risk profile is true, accurate and not misleading, fully understands that the Bank relies on such information in the Client investment risk profile to provide Financial Advice, and the Customer irrevocably undertakes to be fully responsible for, and to be bound by, such Client investment risk profile.

(i) إن هذه الاتفاقية خدمات الاستثمار هذه (بما في ذلك الظروف المحدودة، والتعهد، والتفويض) إلى اتفاقية ملزمة ؛

(ii) الشروط والرقم الجامعة للحسابات والخدمات المصرفيه بنك الإمارات دبي الوطني ؛

(iii) جدول الرسوم والتكاليف ؛

(iv) الشروط والتفويضات أدناه (التفويضات) ؛

(v) موجز بيانات المحاكمة الاستثمارية للميلم ؛

(vi) أي ملمع أذر، و

(vii) أي تعديل على أي من هذه وفقا لشروط هذه الاتفاقية من

(i) يحتفظ نسخة من، وقد قرأ بالكامل، ويعقد بشكل كامل وتفهم بشكل كامل النصوص والشروط والشروط والتفويضات الخاص بالمحلية لدي بنك الإمارات دبي الوطني (ش.م.ع) ، وجدول الرسوم والتكاليف، التي قد يتم تعديلها من قبل البنك من وقت لآخر دون إشعار الميلم.

(vi) يدرك تمامًا أن الشروط والالتزامات العامة للحسابات والخدمات المصرفيه بنك الإمارات دبي الوطني (ش.م.ع) ، وجدول الرسوم والتكاليف، خاصة التعامل من قبل البنك من وقت لآخر، ووفقًا للمواصفات والأحكام المتعلقة بالضمانات والتحسنات للمحلية للإنجاز للحسابات والخدمات المصرفيه بنك الإمارات دبي الوطني وجدول الرسوم والتكاليف، يمكن الإطلاع عليهم من خلال الموقع الإلكتروني للبنك (https://www.emiratesnbd.com/);

(vii) أن المعلومات التي قدمها في موجز بيانات المحاكمة الاستثمارية للحسابات والخدمات، الصحيحة ودقيقة وليست مضللة، و أن الميلم يدرك تمامًا أن البنكي يعتمد على هذه المعلومات في موجز بيانات المحاكمة الاستثمارية للحسابات، وتغذية البيانات بشكل نهائي بأن يكون مسؤولية بنك وملزم به (موجز بيانات المحاكمة الاستثمارية للميلم).
The following terms have the following meanings:

**Affiliate** means an entity that is directly or indirectly under the control of the Bank or an entity that, directly or indirectly, controls the Bank or an entity that is commonly controlled by the Bank.

**Appendix** means any document attached (or to be attached) hereto or otherwise expressed to be an Appendix to this Agreement, which, when signed by the Customer shall form part of this Agreement.

**Agent** means any financial institution, investment company, custodian, any Affiliate or third party appointed by the Bank to perform one or more Services or Ancillary Services in connection with this Agreement.

**Agent Fees** has the meaning given to it in Clause 4 (Fees and Expenses) above.

**Agreement** has the meaning given to it in Clause 7 (Binding Agreement) above.

**Ancillary Services** means services which are ancillary to the Services, including but not limited to, custodian arrangements, trade execution, nominee services and trust services.

**Assets** means those rights, privileges, title, benefits and/or interests, whether present or future, certain assets, including but not limited to securities, shares, stocks, equity instruments, collective investment schemes, treasury bills, certificates of deposits, loan notes, bonds, debentures, sukuks, money market instruments, in each case whether listed or unlisted, and any Cash Sum.

**Bank** means Emirates NBD Bank (PJSC) and any of its successors or assignees.

**Bank Account** means the account(s) in the name of the Customer under the CIF number(s) specified above or any customer or sub account opened by the Customer, or the Bank, to facilitate the Services, and includes any renewal, substitution or re-designation of any such account (in all cases, subject to the approval of the Bank).

**Cash Sum** means, at the relevant time, the amounts (in any currency) standing to the credit of the relevant Bank Account.

**Client investment risk profile** means the Appendix attached hereto and which is entitled "Client investment risk profile", including the section entitled "Client Financial Profile" (where applicable).

**Commencement Date** means the date of this Agreement.

**Customer** means the primary applicant and joint applicant(s) (if applicable) as named above.

**CIF number** means the customer information file number of the primary applicant (and joint applicant(s), if applicable).

**General Terms and Conditions of Accounts and Banking Services for Emirates NBD (PJSC)** means the then current General Terms and Conditions of Accounts and Banking Services for Emirates NBD (PJSC), which are subject to amendment from time to time by the Bank in its sole and absolute discretion, and available to view on the Bank's website, https://www.emiratesnbd.com/.

**Initial Funds** means such Cash Sum, as notified to the Customer, required by the Bank from the Customer to perform the Services and Ancillary Services pursuant to this Agreement.

The following terms have the following meanings:

**Shariah-compliant** means a product, service or activity which is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah** means Islamic law, principles and practices.

**Shariah-compliant investments** means investments that are Shariah-compliant, as determined by the Bank in accordance with Shariah principles.

**Shariah-compliant fund** means a fund that is Shariah-compliant and has been approved by the Bank.

**Shariah-compliant instrument or product** means an instrument or product that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance** means insurance that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant services** means services that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant facilities** means facilities that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant bank account** means a bank account that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant financial services** means financial services that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant investment management** means investment management that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance products** means insurance products that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance contracts** means insurance contracts that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant instruments or products** means instruments or products that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant funds** means funds that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant services** means services that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant facilities** means facilities that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant bank account** means a bank account that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant financial services** means financial services that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant investment management** means investment management that is designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance products** means insurance products that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance contracts** means insurance contracts that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant instruments or products** means instruments or products that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant funds** means funds that are designed, structured and/or marketed in compliance with Shariah principles.

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**Shariah-compliant facilities** means facilities that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.

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**Shariah-compliant insurance products** means insurance products that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant insurance contracts** means insurance contracts that are designed, structured and/or marketed in compliance with Shariah principles.

**Shariah-compliant transactions** means transactions that are designed, structured and/or marketed in compliance with Shariah principles.
Investment means the buying, selling, disposing or retention of, or investment or exchange in, Assets, or otherwise engaging in transactions involving or relating to the purchase, acquisition, sale, disposal, retention, investment or management of the Assets in accordance with the terms of this Agreement, and which, in all cases, under no circumstances shall be construed as a deposit as defined in Article 371 and 372 of Commercial Transaction Law No 18 of 1993, as amended from time to time.

Non-Discretionary Investment Management Mandate means, strictly subject to express instructions to the Bank by the Customer for each investment, the right vested in the Bank to act, refrain from acting or otherwise to purchase, acquire, sell, dispose of, retain, exchange or hold Assets.

Portfolio Account means a statement of account maintained by the Bank in the name of the Customer under the CIF number(s) specified above and which states the interests and entitlements of the Customer in the Assets which are the subject of an Investment made on behalf of the Customer in accordance with the terms of this Agreement.

Portfolio means a portfolio of Assets held for and on behalf of customers of the bank, including the Customer.

Portfolio Specification means the purposes and characteristics of a particular Investment, the performance objectives and any restrictions on any such Investment, pursuant to the terms of this Agreement.

Risk Disclosure means the risks set out in paragraph 5 (Risk, Liability, & Indemnity).

Schedule of Fees and Charges means the then current Schedule of Fees and Charges, which are subject to amendment from time to time by the Bank in its sole and absolute discretion, and available to view on the Bank's website, https://www.emiratesnbd.com/

Services means the investment services and other related wealth management services to be delivered or arranged by the Bank or its Agents for and on behalf of the Customer in relation to the Assets in accordance with the terms of this Agreement, including but not limited to, making Investments, administering, dealing, arranging and settling transactions in relation to the Assets and/or any Ancillary Services.

Service Charges has the meaning given to it in Clause 4 (Fees and Expenses) above.

SCA means Emirates Securities and Commodities Authority.

Tax has the meaning given to it in Clause 4 (Fees and Expenses) above.

Terms and Conditions means the terms and conditions set out in this Agreement.

Term has the meaning given to it in Clause 3.1 (Term) above.

Termination Date means the date on which this Agreement is terminated in accordance with Clause 3.2 (Termination) above.

Title Documents mean any and all documents representing or evidencing the ownership or proprietary right to a particular Asset as described therein.

UAE means United Arab Emirates.

The words "or," "and," "also," "as well as," "among other things," and "including, among other things," when used in this Agreement, shall be deemed to be inclusive of and not limiting in their scope.

Non-Discretionary Investment Management Mandate means, strictly subject to express instructions to the Bank by the Customer for each investment, the right vested in the Bank to act, refrain from acting or otherwise to purchase, acquire, sell, dispose of, retain, exchange or hold Assets.

Portfolio Account means a statement of account maintained by the Bank in the name of the Customer under the CIF number(s) specified above and which states the interests and entitlements of the Customer in the Assets which are the subject of an Investment made on behalf of the Customer in accordance with the terms of this Agreement.

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Service Charges has the meaning given to it in Clause 4 (Fees and Expenses) above.

SCA means Emirates Securities and Commodities Authority.

Tax has the meaning given to it in Clause 4 (Fees and Expenses) above.

Terms and Conditions means the terms and conditions set out in this Agreement.

Term has the meaning given to it in Clause 3.1 (Term) above.

Termination Date means the date on which this Agreement is terminated in accordance with Clause 3.2 (Termination) above.

Title Documents mean any and all documents representing or evidencing the ownership or proprietary right to a particular Asset as described therein.

UAE means United Arab Emirates.
2 - SERVICES

2-1 Provision of Services

2-1-1 The Customer, and Ancillary Services will be provided by the Bank for and on behalf of the Customer in accordance with this Agreement.

2-1-2 Unless the Customer specifically instructs the Bank to provide the Services in respect of an Investment on an execution only basis in accordance with Paragraph 2-6-5 (Execution Only Transactions), the Bank will provide the Services to the Customer on a Non-Discretionary Investment Management Mandate basis only.

2-1-3 In all circumstances, the Bank shall be entitled to appoint an Agent to provide the Services and/or the Ancillary Services.

2-2 Client investment risk profile and Additional Terms.

2-2-1 The Customer:

(i) Represents, warrants and agrees that the information it has provided in the client investment risk profile is true, accurate and not misleading;

(ii) Acknowledges and agrees that the information provided by the Customer in the Client investment risk profile is relied upon by the Bank in order for the Bank's investment advisors to provide the Customer with proposals in respect of any Investment the Customer decides to make and in respect of which the Customer instructs the Bank to do so on its behalf;

(iii) Acknowledges and agrees that the Client investment risk profile and any Investments made for and on behalf of the Customer in accordance with the terms of this Agreement are in all cases subject to the Bank's prevailing strategic and tactical allocation policies, as amended from time to time, which can be furnished upon request;

(iv) Represents, warrants and agrees that it holds a copy of, has read in full, fully understands the risks associated with, and irrevocably undertakes to be bound by, the terms of this Agreement (including the client investment risk profile and the Risk Disclosure);

(v) Represents, warrants and agrees that it is fully aware of the risks associated with the Investments, including that it may lose its Cash Sum in whole and that the value of the risk profile and any Investments made for and on behalf of the Customer in accordance with the terms of this Agreement are in all cases subject to the Bank's prevailing strategic and tactical allocation policies, as amended from time to time, which can be furnished upon request;

(vi) Represents, warrants and agrees that it holds a copy of, has read in full, fully understands the risks associated with, and irrevocably undertakes to be bound by, the terms of this Agreement (including the client investment risk profile and the Risk Disclosure);

2-2-2 If Services relating to Investments carrying risks which are (in the view of the Bank) peculiar risks, and which (in the view of the Bank) require additional agreements to be entered into by the Customer, the Customer shall be required to execute any such additional agreements (in the form of Appendices or otherwise) in order for the Customer to be entitled to avail of such Investments carrying such peculiar risks in accordance with this Agreement as supplemented by any such additional agreement.

لا يمكنني العناوين المحددة في هذه الاتفاقية، في أي حال، أن تكون تمثيلية أو تفصيلية. في كل الأحوال، تلتزم المصرف بتقديم الخدمات العامة CAM (Cameral Management) على أساس الأداء والشهادة، التي تلتزم المصرف بتقديمها. إذا كانت الخدمات المتعلقة بالاستثمارات التي تتولى ي роли تأسيس الإفصاح الكامل عن هذه الاستثمارات، يجب على المصرف تقديم هذه الإفصاحات كما تستلزم إدارة الإفصاح الكامل لهذه الاستثمارات.
### Cash Sum

2-3-1 No Investment will be made on behalf of a Customer if there is an insufficient Cash Sum in the Customer's Bank Account to make such an Investment.

2-3-2 The Cash Sum will be utilized by the Bank during the Term as and when required to make Investments for and on behalf of the Customer and to pay such Service Charges, Tax, and Agent Fees, as required. For this purpose, the Bank is hereby authorized to debit the Bank Account with such necessary funds to meet the requirements of any Investment and the performance of the Services and the Ancillary Services in accordance with the terms hereof.

2-3-3 The Customer represents, acknowledges, agrees and understands that the Cash Sum and or any amount credited to the Customer's Bank Account is not, and shall not be treated as, a cash deposit for the purposes of Article 371 and 372 of the Commercial Transaction Law No. 18 of 1993, as amended from time to time.

### Compliance and Anti Money Laundering

Each of the provision of Services and Ancillary Services and the making of any Investment pursuant to the terms of this Agreement is strictly subject to each of the Bank and any applicable Agent completing to its satisfaction verification procedures in respect of the Customer's identity and source of funds in accordance with all applicable anti-money laundering, anti-bribery and economic sanctions laws and regulations. The Customer may be required, from time to time, to provide such additional evidence as is required by the Bank or its Agents, in each case at their sole and absolute discretion, including from the Customer's bankers, legal representatives or accountants. Neither the Bank nor any of its Agents shall be obliged to perform any Service or Ancillary Service, to make any Investment or to apply some or all of the Cash Sum or assets (as applicable) for an Investment unless and until all such verification procedures shall have been completed to the satisfaction of the Bank and its Agents (as applicable).

### Available Assets

Investments shall be strictly limited to such assets which are available for Investment for and on behalf of the Customer by the Bank or its Agents, whether inside or outside of the United Arab Emirates. Neither the Bank nor any of its Agents is obliged to make Investments in Assets in respect of which neither the Bank nor any of its Agents have any prior arrangement with the issuers, custodians, holders, administrators or otherwise, of such Assets.

### Non-Discretionary Investment Management Mandates:

Strictly subject to the following conditions, the Bank shall provide Services and Ancillary Services to the Customer pursuant to a Non-Discretionary Investment Management Mandate:

2-6-1 The Customer irrevocably undertakes to subscribe to, to accept delivery of and to consider:

(i) All newsletters, data and research on entities, businesses, economies, Assets, and/or any other written, verbal or electronic material on economic and financial trends, and other news which will be provided to the Bank by independent economic and financial research data providers with whom the Bank has supply agreements in place ("Financial Information") and which the Bank will provide to the Customer; and

(ii) Data relating to entities, businesses, economies, Assets, and/or any other written, verbal or electronic material on economic and financial trends, recommendations and proposals on investment opportunities made by the Bank to the Customer, in each case based on the Financial Information ("Financial Advice").
The Customer expressly acknowledges and agrees that:

(i) The data, information, figures, analysis, charts, predictions and/or price indications contained in the Financial Information are for information purposes only, and neither indicates nor guarantees results;

(ii) The Financial Information has been collected from various sources and, while the Bank expects such sources to be reliable, the Financial Information has not been independently verified by the Bank;

(iii) The Financial Advice is based on the Financial Information and the Client investment risk profile, and while the Bank acts in a reasonable manner in assessing the Financial Information and subsequently formulating the Financial Advice based on such Financial Information, the Bank accepts no responsibility for either of the Financial Information or the Client investment risk profile;

(iv) No recommendation nor proposal on an investment opportunity made by the Bank to the Customer pursuant to Financial Advice indicates or guarantees results;

(v) Any recommendation or proposal on an investment opportunity made by the Bank to the Customer pursuant to Financial Advice is a recommendation or proposal only, is deemed relevant by the Bank only at the time it is made, and no such recommendation or proposal is, or shall be deemed to be, an offer from the Bank to the Customer;

(vi) The Bank makes no representations or warranties whatsoever as to the accuracy, completeness, reliability or suitability the Financial Information, or any Investment (or the performance of the Assets in respect of such Investment) made on behalf of the Customer in accordance with the instructions to the Bank by the Customer (whether pursuant to the Financial Information, Financial Advice or otherwise) and the Customer irrevocably undertakes not to claim otherwise;

(vii) It fully understands the risks associated with each Investment; any decision to make an Investment shall be entirely its own and entirely at its own risk, whether pursuant to a proposal or recommendation of the Bank or in line with the Financial Information or otherwise, and the Customer irrevocably undertakes to consult its own professional advisers (other than the Bank) regarding all aspects related to the Investments which the Customer makes, or intends to make;

(viii) Past performance of Assets is no guarantee of future performance of such Assets or assets similar to such Assets;
Execution Only Transactions:

Strictly subject to instructions from the Customer to the Bank, the Bank may carry out and execute, on behalf of the Customer (if permitted by law), Investments in Assets on an “execution only” basis. The Customer hereby represents, warrants and agrees that:

(i) Such execution transactions are only initiated solely by the Customer;

(ii) All investment decisions in respect of an Investment on an execution only basis are undertaken solely by the Customer without the provision of any Financial Information or Financial advice from the Bank, and without any advice, proposal, recommendation, urging or otherwise from the Bank;

(iii) The Bank shall be entitled in its sole and absolute discretion to refuse to carry out the Services for an Investment pursuant to an execution only instruction from the Customer, if in the view of the Bank, such transaction is not suitable for the Customer as a matter of law, regulation, risk profile or otherwise;

(iv) The Bank takes no responsibility whatsoever for the Customer’s decision, or instruction, to make an Investment;

(v) The Bank takes no responsibility for any aspect of the decision or instruction to the Bank to make an Investment, gives no advice whatsoever (in the form of Financial Advice, financial advice, legal advice, taxation advice or otherwise) and the Customer irrevocably undertakes to consult its own professional advisers (other than the Bank) regarding all aspects related to the Investments which the Customer makes, or intends to make.

Arranging Investments

In respect of any Investment to be made by the Bank on the Customer’s behalf pursuant to the terms of this Agreement, the Customer hereby authorizes the Bank, without any further notice between the parties required to:

(i) Arrange for execution of Investments on behalf of the Customer on the best available terms provided that the Bank will act in good faith and in a fair and reasonable manner;

(ii) Arrange on behalf of the Customer, if the Bank is of the view that it is expedient or beneficial for its customers to do so, any Investment or series of Investments by amalgamating such Investment(s) with transactions on behalf of other customers of the Bank as part of one single transaction to be made collectively for the benefit of several customers of the Bank. The Customer acknowledges and agrees that a delay may occur in implementing customer instructions, and accordingly a delay in executing such a transaction for the benefit of several customers of the Bank may have a negative impact on the price or terms that the Customer may obtain in respect of the relevant Investment;

Ordinary Collateral

In respect of any Investments to be entered into by the Bank or its Agents on behalf of the Customer, if in the view of the Bank at its sole and absolute discretion in an Investment of the Customer carries such risk that it warrants a requirement for collateral, the Bank may at any time require that the Customer transfer to, and pledge in favour of, the Bank a cash amount or assets acceptable to the Bank, in each case of such value as the Bank may determine (Ordinary Collateral).

Investment Services Agreement - Personal Banking

NE06FRM0560 (Page 10 of 36)

12.20 Ver 4

Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.
The Customer irrevocably undertakes to transfer to the Bank, and to pledge in favour of the Bank, Ordinary Collateral within one Business Day of demand by the Bank.

If the Customer breaches this undertaking, the Bank is entitled and fully authorized, but not obliged, to:

(i) liquidate any of the Investments which are in the process of being made for and on behalf of the Customer by carrying out reverse operations on the due dates initially fixed, with any and all losses being borne by the Customer; and

(ii) Liquidate immediately and without notice all or part of the Customer’s assets with the Bank, including by deducting amounts from the Cash Sum in the Customer’s Bank Account and liquidating Assets standing to the credit of the Customer’s Portfolio Account.

If the Ordinary Collateral is insufficient to cover any losses, costs, or expenses of the Bank or its Agents (as applicable), the Bank is entitled, but not obliged, to liquidate, immediately and without notice to the Customer, all or part of the Customer’s assets with the Bank, including deducting amounts from the Cash Sum in the Customer’s Bank Account and liquidating Assets standing to the credit of the Customer’s Portfolio Account.

2-8 Custody and Nominee Arrangements

The Customer hereby authorizes the Bank, without any further notice between the parties required: (i) to appoint an Agent to act as custodian to hold Assets for and on behalf of the Customer; and (ii) to appoint other Agents to hold Assets in a Portfolio in custody for and on behalf of the Bank, interests in which the Bank shall in turn hold for and on behalf of the Customer in accordance with the terms of this Agreement.

In this respect the Customer acknowledges and agrees that:

2-8-1 Assets and any associated Title Documents (if any) may be held either directly or indirectly by one or more Agents, including custodians, clearing systems, overseas banks, brokers, trustees or agents, whether or not connected to, or appointed directly by, the Bank, provided that it is solely for the purpose of the Services and/or Ancillary Services (as applicable).

2-8-2 Assets may be held in a jurisdiction outside the United Arab Emirates and for this purpose the Assets may be subject to such applicable market practices, rules and regulations enforceable in that jurisdiction, including those related to insolvency, which may differ from those related to insolvency, which may differ from those applicable in the United Arab Emirates.

2-8-3 Assets may be held under specific and/or general pooling arrangements, which may mean that entitlements may not be identifiable by separate Title Documents, physical documents or equivalent electronic records. Any shortfall or loss incurred as a result of a default or otherwise in any such Assets shall be shared pro-rata amongst all customers of the Bank which are affected. However, the Bank shall, whenever reasonably practicable, segregate in its own books the Assets (whether forming part of a Portfolio or otherwise) owned by the Bank and shall maintain the Customer’s Portfolio Account to evidence the Customer’s interests in the relevant Assets.

2-8-4 Assets may be registered in the name of the Bank or its appointed Agents to be held for the benefit of the Customer. In all cases, the Bank retains the right to decline to hold Assets as nominee and to arrange for the registration of any Assets in its own name or in the name or custody of an Agent.
In the absence of any express instruction to the contrary, the Bank is hereby authorized by the Customer (i) to exercise (or provide instructions to the relevant Agent, as applicable) on behalf of the Customer any subscription, conversion, voting or other rights; or (ii) to satisfy any liabilities arising from or in respect of any of the Assets; and (iii) to take any action which is required to safeguard the Assets of the Portfolio Account and a Portfolio (as applicable), in the case of each of (i), (ii) and (iii), in the Bank’s sole and absolute discretion.

The Customer acknowledges and agrees that Assets (or interests in Assets) held in the name of the Bank or an Agent for the benefit of the Customer may not be readily transferred to accounts of the Customer with other institutions and may need to be liquidated in order to facilitate a transfer.

The liquidation of Assets (or interests in Assets) and transfer of the relevant proceeds shall result in costs and expenses (which may be substantial) being payable by the Customer. The Customer undertakes to pay all such costs and expenses, which may be deducted by the Bank from the proceeds of liquidation of such Assets (or interests in Assets), or, should there be insufficient funds available from the proceeds, from the Customer’s Bank Account or any other assets of the Customer with the Bank or any collateral of the Customer held by the Bank pursuant to the terms hereof.

The Bank may refuse any instruction from a Customer or otherwise to transfer registration or custody of an Asset to a third party if such instruction may result in a violation of the terms of the Asset or any applicable laws, rules or regulations.

Redemption of Assets

On redemption by the Customer of the Assets credited to its Portfolio Account and the Cash Sum credited to its Bank Account in accordance with the terms hereof, the Bank is under no obligation to deliver to the Customer Assets which are identical to those previously deposited by the Customer with the Bank or credited to the Portfolio Account of the Customer, provided that, subject to the Bank’s right to deliver to the Customer the cash equivalent of the relevant Assets (in lieu of delivery of such Assets) in accordance with the terms of this Agreement, the Bank shall deliver, and the Customer agrees to receive, similar types of Assets to those previously deposited by the Customer or credited to the Customer’s Portfolio Account.
If the Customer instructs the Bank to redeem and/or liquidate the Assets held on its behalf pursuant to the terms hereof, in order to facilitate disposal and delivery of the Customer’s Assets (or interests in Assets) and the transfer of the balance of liquidation proceeds, the Customer hereby authorizes the Bank, to:

(i) Receive all communications in respect of the Assets held by the Bank or an Agent;

(ii) Hold Assets which are in bearer form on behalf of the Customer, provided that the Title Documents for such Assets are deposited with the Bank or the Agent noting that such assets may not necessarily bear the same Title Document reference upon redemption by the Customer;

(iii) At any time and without notice to the Customer, transfer or cause to be transferred any Assets in the Portfolio which are held in the name of the Bank or an Agent for the benefit of the Customer to be then held in the name of the Customer, at the cost and expense of the Customer;

(iv) Act as a nominee only for the Customer’s Assets, whereby the bank will no longer provide Services or Ancillary Services pursuant to this Agreement.

(v) At the sole and absolute discretion of the Bank, notwithstanding any instruction from a Customer to deliver Assets to the Customer, liquidate the Customer’s Assets and deliver to the Customer the cash equivalent of the relevant Assets (in lieu of delivery of such Assets) in accordance with Paragraph 2-8-6 above.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

Use of Assets During the Term

The Customer acknowledges and agrees that the Bank or any Agent of the Bank may temporarily lend or borrow the Assets without notice to the Customer or any requirement for instruction form the Customer, and the bank or Agent (as applicable) may utilize the proceeds of such Asset lending or borrowing at its sole and absolute discretion.

In case there are arrangements between the Bank or its Agents (as applicable) with third parties for the lending or borrowing of Assets during the Term by which there is an obligation on such third party to return to the Bank or Agent (as applicable) the relevant Assets within a short period of time of request for such return. In the event that such third party fails to meet such return obligation, notwithstanding any instruction from a Customer to deliver Assets to the Bank, the Customer shall be entitled to liquidate the Customer’s Assets and deliver to the Customer the cash equivalent of the relevant Assets (in lieu of delivery of such Assets) in accordance with Paragraph 2-8-6 above.

In a situation where the bank uses its own assets or those of the customer for the purpose of providing services or ancillary services, such as the use of collateral for lending or borrowing activities, it is necessary to maintain transparent and accountable processes.

Use of Assets During the Term:

(i) Receive all communications in respect of the Assets held by the Bank or an Agent;

(ii) Hold Assets which are in bearer form on behalf of the Customer, provided that the Title Documents for such Assets are deposited with the Bank or the Agent noting that such assets may not necessarily bear the same Title Document reference upon redemption by the Customer;

(iii) At any time and without notice to the Customer, transfer or cause to be transferred any Assets in the Portfolio which are held in the name of the Bank or an Agent for the benefit of the Customer to be then held in the name of the Customer, at the cost and expense of the Customer;

(iv) Act as a nominee only for the Customer’s Assets, whereby the bank will no longer provide Services or Ancillary Services pursuant to this Agreement.

(v) At the sole and absolute discretion of the Bank, notwithstanding any instruction from a Customer to deliver Assets to the Customer, liquidate the Customer’s Assets and deliver to the Customer the cash equivalent of the relevant Assets (in lieu of delivery of such Assets) in accordance with Paragraph 2-8-6 above.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

Use of Assets During the Term:

(i) Receive all communications in respect of the Assets held by the Bank or an Agent;

(ii) Hold Assets which are in bearer form on behalf of the Customer, provided that the Title Documents for such Assets are deposited with the Bank or the Agent noting that such assets may not necessarily bear the same Title Document reference upon redemption by the Customer;

(iii) At any time and without notice to the Customer, transfer or cause to be transferred any Assets in the Portfolio which are held in the name of the Bank or an Agent for the benefit of the Customer to be then held in the name of the Customer, at the cost and expense of the Customer;

(iv) Act as a nominee only for the Customer’s Assets, whereby the bank will no longer provide Services or Ancillary Services pursuant to this Agreement.

(v) At the sole and absolute discretion of the Bank, notwithstanding any instruction from a Customer to deliver Assets to the Customer, liquidate the Customer’s Assets and deliver to the Customer the cash equivalent of the relevant Assets (in lieu of delivery of such Assets) in accordance with Paragraph 2-8-6 above.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

In the event that the Ancillary Services can no longer (reasonably) be performed due to changes in the Bank’s operating model, agency arrangements, laws, rules or regulations, the Bank reserves the right to liquidate the Assets at its discretion upon prior notice to the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.
<table>
<thead>
<tr>
<th>2-11 Restrictions</th>
<th>القواعد</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Customer agrees and acknowledges that:</td>
<td>يوافق العميل ويبرم ما يلي:</td>
</tr>
<tr>
<td>2-11-1 The Bank will not provide tax advice, directly or indirectly, to the Customer, any of its Agents or otherwise, and shall be under no obligation whatsoever to have any regard to matters of taxation in providing the Services and Ancillary Services pursuant to the terms of this Agreement;</td>
<td>لن يقوم البنك بتقديم مشورة ضريبية، بشكل مباشر أو غير مباشر إلى العميل أو أي من وكلائه أو غير ذلك، ولن يكون ملزمًا بأي شكل من الأشكال بأي اعتبار لمجال الضرائب في تقديم الخدمات والخدمات المصاحبة وفقًا لشروط هذه الاتفاقية.</td>
</tr>
<tr>
<td>2-11-2 Taxation matters remain the sole concern of the Customer at all times and the Customer irrevocably undertakes not rely on, or seek to claim reliance on, any statement (written or oral), advice or other communication from the Bank relating to taxation matters, and undertakes to seek its own professional advice as to taxation matters; and</td>
<td>تظل المسائل الضريبية الشاغل الوحيد للعميل في جميع الأوقات وتعهد العميل بشكل لا رجعة فيه لا يعتمد، أو يسعى إلى الاعتماد على، أي بيان (كتوب أو شفهي) ، أو مشورة أو غيرها من الإعلانات من البنك المتعلقة بمسائل الضرائب ، وتعهد بطلب المشورة المهنية الخاصة بها فيما يتعلق بمسائل الضرائب.</td>
</tr>
<tr>
<td>2-11-3 The Bank will not, without the Customer’s consent, borrow monies on behalf of the Customer against the Assets of the Customer or enter into any contract or Investment on behalf of the Customer which may require the provision of funds in excess of the Cash Sum at the relevant time.</td>
<td>لن يقوم البنك دون موافقة العميل، باقتراض أموال بالنسبة لعينات العميل، أو الدخول في أي عقد أو استثمار يستلزم توفير أموال تزيد عن المبلغ النقدي في الوقت ذات الصلة.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>2-12 Soft Dollar Arrangements</th>
<th>ترتيبات تسهيلات</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft dollar arrangement means any agreement in any form under which the Bank receives services in return for investment business put with, booked with or routed through another institution or firm.</td>
<td>ترتيبات تسهيلات يعني الاتفاق بأي شكل يقوم البنك بموجبه بالحصول على خدمات مقابل الأعمال في أعمال وضعها أو تم حجزها أو إجراؤها من خلال شركة أخرى.</td>
</tr>
<tr>
<td>The Bank is expressly authorized by the Customer to engage in soft dollar arrangements with its Agents, service providers, or any other third party, including but not limited to the sourcing of research reports on financial products and markets.</td>
<td>يجوز للبنك الاشتراك في ترتيبات تسهيلات مع مزودي الخدمة والتي قد تتضمن ضمن أمثلة أخرى، الخدمات ذات الصلة بالبحوث.</td>
</tr>
<tr>
<td>The Customer agrees and acknowledges that such arrangements are in place to provide an overall better service for the Bank’s customers as a whole. The Customer also acknowledges that such arrangements can have an impact on the Services and Ancillary Services to be provided or procured by the Bank hereunder, including the Investments for and on behalf of the Customer.</td>
<td>يوافق العميل ويبرم بأن مثل هذه الترتيبات قائمة لتضمين خدمة أفضل ممكّنة بالنسبة للعملاء، ينظر العميل كذلك بأنه يمكن لهذه الترتيبات أن تؤثر على الخدمات المقدمة من قبل البنك بما في ذلك تقديم أفضل تنفيذ للصفقات التي وضعها العميل.</td>
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</tbody>
</table>
Margin on forward transactions

In respect of any Investments to be entered into by the Bank or its Agents on behalf of the Customer in connection with Assets which are “forward sale transactions” or “futures transactions”, the Bank reserves the right to require from the Customer (i) an amount (to be determined by the Bank), or collateral acceptable to the Bank which is of equal value, to be transferred to the Bank, to cover potential claims in respect of those Assets (the “Margin”); and (ii) additional amounts, or collateral acceptable to the Bank, if the value of the Margin (as determined by the Bank) reduces (“Additional Collateral”).

The Margin shall be an amount equal to a percentage of the value of the Asset, as determined by the Bank. The percentage may be subject to change, as determined by the Bank in response to change in market conditions, and without any notice requirement to the Customer.

The Customer irrevocably undertakes to transfer to the Bank, and to pledge in favour of the Bank, each of the Margin and the Additional Collateral (as applicable) within one Business Day of demand by the Bank.

If the Customer breaches this undertaking, the Bank is entitled and fully authorized, but not obliged, to liquidate the Assets (in the form of contracts being processed) by carrying out reverse operations on the due dates initially fixed, with any and all losses being borne by the Customer.

If the Margin or Additional Collateral (as applicable) is insufficient to cover such loss, the Bank is entitled, but not obliged, to liquidate, immediately and without notice to the Customer, all or part of the Customer’s assets, including deducting amounts from the Cash Sum in the Customer’s Bank Account.

الهامش على المعاملات المستقبلية

يحتفظ البنك بحق طلب هامش لتغطية المطالبات المحتملة ضد العميل، والذي تنشأ عن المعاملات المستقبلية التي تم القيام بها من قبل البنك، سواء كانت بمقابل الأصول الذي تم بيعه (هامش). قد تتضمن النسبة لتغطية تأسيسًا للفوارق في أوضاع السوق. يحق للبنك أيضًا أن يطلب تغطية إضافية إذا انخفضت قيمة الهامش على العميل أن يدفع للبنك الأصول الإضافي الذي يكون مذكورًا للبنك وذلك عند أول طلب له ("الهامش الإضافي").

يجب أن يكون الهمش مساوياً لقيمة الأصل، كما هو محدد من قبل البنك. قد تكون النسبة عرضة لتغيير، كما هو محدد من قبل البنك استجابة لظروف السوق، دون أي إخطار المتعامل.

يتعهد العميل بشكل لا رجعة فيه بتوفيره إلى البنك، وللتعامل في حال عدم تقديم العميل طلب البنك للهامش خلال مدة معينة، كل من الهمش والمبالغ الإضافية (حسب الاقتضاء) خلال يوم عمل واحد من طلب البنك.

في حال عدم تقديم العميل طلب البنك للهامش خلال مدة معينة، يمكن للبنك القبول دون إخطار، بتوفير المعاملات في تواريد الاستحقاق المحددة، ويتصل الفصل بأي مبلغ، و إذا كان الهمش (حسب الاقتضاء) أو التغطية الإضافية غير كافية لتغطية الخسائر، يجب على العميل، كل من الالتزام، القيام بتسمية جزء من كل الأصول العميل فورًا، ودون إخطار سوا، لكل أو جزء من الأصول، بالإضافة إلى أي مستحقات من المبلغ النقدي.
2-14 Mutual Funds and Exchange Traded Funds

The Customer hereby authorizes the Bank to make Investments on its behalf in Assets which are funds (Funds) and exchange traded funds (ETFs) pursuant to an instruction to the Bank from the Customer in electronic form (including but not limited to telephone, telefax and email), and without any requirement for the submission of the Customer's instructions in writing or subscription form for each such Investment.

The Customer hereby represents, warrants and agrees that:
(i) it has read and understood this Agreement;
(ii) it has the requisite knowledge, experience, wealth and risk appetite to instruct the Bank to make Investments in Funds and ETFs on its behalf pursuant to this Agreement;
(iii) it will have, at the relevant time and prior to giving instructions to the Bank pursuant to this paragraph 2-12, received, read, understood and agreed to be bound by (as applicable) the terms of the relevant prospectus or offering memorandum, subscription agreement, fact sheet and any other relevant offering documents and where applicable, financial reports with respect to an Investment in Funds or ETFs ("Fund Documents");
(iv) it will be, at the relevant time and prior to giving instructions to the Bank pursuant to this paragraph 2-14, eligible to invest in the relevant Fund or ETF (as applicable); and
(v) that it is not, and will not be at the relevant time and prior to giving instructions to the Bank pursuant to this paragraph 2-14, a United States Person; that no offer of securities was or will have been made to the Customer except outside of the United States of America, and that this Agreement was executed by the Customer and forwarded to the Fund or ETF from outside of the United States of America.

The Customer hereby undertakes:
(i) to be bound by the terms of the Fund Documents;
(ii) to obtain independent legal advice in respect of an Investment in a Fund or ETF and to determine whether the Customer is a US Person (as defined in the United States Securities Act of 1933 as amended);
(iii) to notify the Bank within 30 days of any change in its status
(iv) to provide (as applicable) and consents to the disclosure of, any information about it to any of the Fund Persons or any of their delegates (each a “Fund Person”), and the Customer acknowledges, accepts and authorizes the Bank to hold, transfer and process personal data and any other information about the Customer in order to fulfill its duties and comply with all applicable regulatory requirements, and to transfer such information and documents to any Fund Person or to any entity to which the Bank has a legal obligation to disclose such information and may retain such personal data and any other information or documents about the Customer for prescribed periods after the investor has redeemed its holding in the Fund or ETF.

Investment Services Agreement - Personal Banking
NE06FRM0560 (Page 16 of 36)
The Customer hereby further represents, warrants, acknowledges and agrees that:

(i) Even if a Fund or ETF is approved by the SCA for the purposes of an offering within the UAE by the Bank, no circulation of any Fund Documents by the Bank to the Customer shall be deemed a recommendation to purchase or invest in the Fund or ETF; and the SCA shall not be held liable for the failure of any other party concerned with the Fund or ETF to fulfill their obligations and duties, or for the accuracy and integrity of the information in the Fund or ETF offering document; such responsibility shall be held by the parties whose names are indicated in the Fund or ETF offering document according to the roles and functions of each party;

(ii) Subscription to or purchase of interests in a Fund or ETF involves a high degree of risk (legal, financial, structural and otherwise) and which might include a possible loss of the entire principal amount used for investment and that past performance of the Fund or ETF is not a guarantee to its future performance or returns;

In respect of subscriptions to Emirates NBD (SICAV) and all other funds, prior to subscribing for shares in an Emirates NBD (SICAV) and all other funds, the Customer represents, warrants, acknowledges and agrees that it has read and understood, the current KIID(s) for the relevant share class(es) that the Customer intends to subscribe for (available to the Customer free of charge on www.emiratesnbd.com and the Customer undertakes to be bound by the terms set out therein.

For the avoidance of doubt, the Customer’s right to request a paper copy of the KIIDs free of charge, where applicable, remains unaffected.

In respect of ETFS only, the Customer represents, warrants, acknowledges and agrees that it is aware that:

(i) ETFs are tradable securities on recognized exchanges that operate on the principle of risk spreading, that in some regulatory environments, ETFs are considered to be mutual funds;

(ii) not all ETF investment strategies will be identical; ETFs may seek to achieve investment goals through the full, partial or synthetic (including the use of derivatives) replication of an index; in the case of synthetic replication, holders of the securities may be exposed to additional counterparty risk; in case of partial replication, additional tracking errors may apply and the ETF may not perfectly track the index;

(iii) ETFs may not always be fully invested and additional fees and total expense ratios, differences between the ETFs portfolio and the Index resulting from legal restrictions, cost or liquidity constraints may cause performance divergence; and

(iv) under no circumstances will the Bank be responsible for the performance of an Investment in an Asset which is an ETF.

In respect of the Emiratietf and the ETFs, the Customer hereby further represents, warrants, acknowledges and agrees that:

(i) the investment in an Emirati etf or ETF is subject to legal, financial and structural risks (including the use of derivatives) and may be exposed to additional counterparty risk; in case of partial replication, additional tracking errors may apply and the ETF may not perfectly track the index;

(ii) the Emirati etf or ETF may not always be fully invested and additional fees and total expense ratios, differences between the ETFs portfolio and the Index resulting from legal restrictions, cost or liquidity constraints may cause performance divergence; and

(iii) under no circumstances will the Bank be responsible for the performance of an Investment in an Asset which is an ETF.

By signing and accepting this document, the Customer hereby further represents, warrants, acknowledges and agrees that:

(i) the Emirati etf or ETF is an investment in an Emirati etf or ETF which is responsible for the performance of an investment in an Emirati etf or ETF under no circumstances will the Bank be responsible for the performance of an investment in an Emirati etf or ETF; and

(ii) the Emirati etf or ETF may not perfectly track the underlying index due to differences between the Emirati etf or ETF and the index, such as cost, liquidity and regulatory differences, and in the case of partial replication, additional tracking errors may apply.

In respect of ETFs only, the Customer represents, warrants, acknowledges and agrees that:

(i) ETFs are tradable securities on recognized exchanges that operate on the principle of risk spreading, that in some regulatory environments, ETFs are considered to be mutual funds;

(ii) not all ETF investment strategies will be identical; ETFs may seek to achieve investment goals through the full, partial or synthetic (including the use of derivatives) replication of an index; in the case of synthetic replication, holders of the securities may be exposed to additional counterparty risk; in case of partial replication, additional tracking errors may apply and the ETF may not perfectly track the index;

(iii) ETFs may not always be fully invested and additional fees and total expense ratios, differences between the ETFs portfolio and the Index resulting from legal restrictions, cost or liquidity constraints may cause performance divergence; and

(iv) under no circumstances will the Bank be responsible for the performance of an Investment in an Asset which is an ETF.

By signing and accepting this document, the Customer hereby further represents, warrants, acknowledges and agrees that:

(i) the investment in an ETF is subject to legal, financial and structural risks (including the use of derivatives) and may be exposed to additional counterparty risk; in case of partial replication, additional tracking errors may apply and the ETF may not perfectly track the index;

(ii) the ETF may not always be fully invested and additional fees and total expense ratios, differences between the ETFs portfolio and the Index resulting from legal restrictions, cost or liquidity constraints may cause performance divergence; and

(iii) under no circumstances will the Bank be responsible for the performance of an Investment in an Asset which is an ETF.

In respect of the Emirati etf and the ETFs, the Customer hereby further represents, warrants, acknowledges and agrees that:

(i) the investment in an Emirati etf or ETF is subject to legal, financial and structural risks (including the use of derivatives) and may be exposed to additional counterparty risk; in case of partial replication, additional tracking errors may apply and the ETF may not perfectly track the index;

(ii) the Emirati etf or ETF may not always be fully invested and additional fees and total expense ratios, differences between the ETFs portfolio and the Index resulting from legal restrictions, cost or liquidity constraints may cause performance divergence; and

(iii) under no circumstances will the Bank be responsible for the performance of an Investment in an Asset which is an ETF.
4-2 It is agreed that the Bank will arrange to establish and maintain such accounts with such Agents necessary to hold and on behalf of the Customer. The Customer acknowledges and hereby authorizes the Bank and/or the Agents (as applicable) to appoint at their sole discretion such other institutions, custodians or nominees, whether within the United Arab Emirates or elsewhere, as sub-custodians to hold the Assets as necessary, from time to time, and that the Bank or its Agents are entitled to their sole and absolute discretion to replace or change them from time to time.

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5 - RISK, LIABILITY & INDEMNITY

5-1 Risk Disclosure

The Customer represents, warrants and agrees that it is fully informed of the risks associated with the Investments, in particular, the following:

5-1-1 Investing in financial products involves risk, including but not limited to market risk, foreign exchange risk, credit risk, regulatory risk, political risk, settlement risk, economic risk, emerging markets risk as well as the specific structural risks related to particular Assets, and the Customer undertakes to consider all such risks before instructing to the Bank to subscribe for, buy or sell any Asset or otherwise to make an Investment on its behalf;

5-1-2 The value of the Assets may fluctuate due to the volatile nature of such Assets or the relevant markets which may result in loss of entire capital invested. Be it the Initial Funds or any subsequent monies from the Cash Sum or other Assets applied to an Investment informal the Customer be sufficiently familiar such instruments and investor in such an instrument. It is imperative that the Customer be fully informed of the risks associated with the Bank or the Bank to replace or change them from time to time.

5-1-3 Deduction of fees, charges and expenses may result in the Customer receiving an amount less than the capital value initially invested.

5-1-4 The Bank gives no assurance or guarantee that the performance of the Assets credited to the Customer’s Portfolio Account will achieve the objectives of the Customer as stated in the Client Information Investment Portfolio Account will achieve the objectives of the Customer’s Portfolio Account at the time, or may lose its entire value. The sole risk and liability for all decisions relating to an Investment made by the Customer lies with the Customer;

5-1-5 Transactions in derivatives instruments carry substantial risk of loss of capital and income. Derivatives are complex financial instruments, typically structured by reference to the performance of assets or a pool of assets (which may be synthetic), and it is often difficult to understand the terms and true credit risk of the Investment in such instruments. It is imperative that the Customer be sufficiently familiar such instruments and that it is prepared to risk loses all of its capital invested in any such instrument.
5-1-6 Dealing in non-traditional funds, which includes hedge funds, private equity funds and other funds with special market or operational risks, involves high risks. Non-traditional funds can incur high rates of leverage through borrowings and use of financial derivatives. This means that even small market movements can result in the total loss of the assets of such a fund, which means that the investor in such a fund would lose its entire investment. These funds may invest in emerging markets which typically pose greater risk than more developed markets. Depending on the structure of the fund, the underlying assets and leverage levels, liquidity risk is high in respect of these types of investment. These funds are often issued and redeemed on a periodic basis only and may be subject to fixed holding periods during which the investor is not liquidate its investment. These funds may be established in offshore jurisdictions where the legal and regulatory systems may not be well developed. Some of these investments may also reserve the right to make in-kind distributions instead of cash distributions. The valuation of certain of these investments may not be transparent or may not be possible at all;

5-1-7 Investments in particular Assets may include investments in alternative strategies or property funds depending on the Portfolio Specifications. These funds may be illiquid or may contain risks greater than, or not normally associated with, Investments in traditional securities markets. The Customer hereby acknowledges that investment in such Assets poses increased risk to capital invested and accordingly, the Customer may lose its entire capital invested; and

5-1-8 In some Investments, liquidity may be suspended and there may be delays in realizing proceeds.

5.2 Indemnity and Liability

5.2-1 The Customer irrevocably undertakes to fully compensate the Bank for any demands, damages, claims, costs, expenses or losses incurred by the Bank (including any amounts payable to any third party or Agent) if such damages, claims, costs, expenses or losses are a result of any breach of this Agreement, breach of SCA regulations or breach of any other applicable laws and regulations by the Customer, any of its directors, or any of its employees, advisors, or representatives.

5.2-2 The Customer releases from liability, and hereby irrevocably undertakes not to claim from, the Bank, its Affiliates, and any of their respective officers, directors and employees, in respect of any demands, damages, claims, costs, expenses or losses that the Customer may suffer as a result of the Services or Ancillary Service provided by the Bank or its Agents pursuant to the terms of this Agreement, unless proven to the satisfaction of acourt of competent jurisdiction to be as a result of fraud, willful misconduct or gross negligence of the Bank. TheCustomer irrevocably undertakes not to hold the Bank responsible for any indirect, consequential, incidental,opportunity,loss, or any special losses, resulting from the provision of the Services or Ancillary Services hereunder. The Customer hereby irrevocably holds the Bank and its Agents harmless, and irrevocably waives any claim for demands, damages, claims, costs, expenses or losses or otherwise which Customer may otherwise have against the Bank or its Agents, arising from, in connection with or as a result of:

(i) Any depreciation in the value of the Assets;

(ii) Any delays or lost opportunity (whether realized or unrealized) occurring as a result of:

   a) Any procedures required by any party (including the Bank) to meet anti-money laundering or “know your customer” requirements, included in accordance with Paragraph 2-4 (Compliance and Anti- Money Laundering).

11.10 Indemnity and Liability

11.20 Ver 4

Investment Services Agreement - Personal Banking
NE06FRM0560 (Page 19 of 36)
(b) The exercise or non-exercise by the Bank of the powers, discretions, entitlements or otherwise pursuant to the terms hereof, and any applicable laws or regulations or;
(c) The accuracy or the suitability of any Financial Advice in relation to any Investment which the Customer chose to make pursuant to the terms hereof, or any investment strategy of a Customer;
(d) Any delay in liquidation of any Asset;
(e) The suitability or the performance of any Assets;
(f) Any tax implications on the Customer in respect of an Investment;
(g) The application of exchange rates or other charges by a remitting bank or an agent bank to the conversion of one currency into any other currency or delays in this or any process relevant to the Services or Ancillary Services;
(h) Any acts, failure to act, or omissions of the Bank Agents or other administrators or custodians appointed by or on behalf of the Bank (including by reference to the Bank's right not to act pursuant to the terms hereof);
(i) Failure by the Bank to perform or process any investment transaction as a result of the loss or destruction of data, the destruction of, or deterioration of storage media, power failures, natural phenomena, riots, acts of vandalism, sabotage, terrorism or any other event beyond the Bank's control.

5-3 If the Bank is held liable in connection with any of the Services or Ancillary Services provided to the Customer, the Bank's liability shall not in any circumstances exceed the Service Charges paid by the Customer for one year for the provision of such Services or Ancillary Services (as applicable).

5-4 The Customer irrevocably undertakes to indemnify the Bank, its Affiliates and their respective directors, employees, agents and representatives against all claims, demands, losses, damages and expenses, threatened, suffered, sustained or incurred by the Bank, its Affiliates and their respective directors, employees, agents and representatives in connection with the provision of Services and Ancillary Services by the Bank and its Affiliates under this Agreement.

5-5 In respect of any Investment made on behalf of the Customer in accordance with the terms of this Agreement, the Customer represents, warrants and agrees:

(i) that the redemption proceeds will only be credited by the Bank to the Customer Bank Account and the Bank will not be obliged to remit the redemption proceeds to any of the Customer's accounts inside or outside of the UAE, if any.
(ii) if the Customer's Bank Account is not active or is closed for any reason at the time of redemption of the Customer's Assets, the Bank shall issue a manager's cheque (or such other suitable method used by the Bank at its sole and absolute discretion) in UAE dirhams (at the then prevailing exchange rate) for the amount due to the Customer in accordance with paragraph 2-9 (Redemption of Assets).
(iii) The Customer understands that if the Customer resides in a country which is subject to economic sanctions, at the time of redemption of Assets or at the time that instructions are given to the Bank by the Customer to make an Investment, the Investment may not be made or the relevant Assets may not be redeemable without specific requirements being met (e.g. provision of certain licenses, or redemption may only be possible in the original currency) (a "Sanctioned Country Transaction").
The Customer hereby irrevocably indemnifies the Bank, its Affiliates and their respective directors, employees, agents and representatives from any claims, fines, demands, losses, damages and expenses, threatened, suffered, sustained or incurred the Bank, its Affiliates and their respective directors, employees, agents and representatives in respect of a Sanctioned Country Transaction.

6 - CONFLICTS OF INTEREST

6-1 It is understood that the Bank may, without prior reference to the Customer, propose, recommend and/or effect investment transactions in which, or provide Services or Ancillary Services in circumstances where it has directly or indirectly a material interest, position or a relationship of any description with another party.

6-2 Notwithstanding clause 6.1, the Customer agrees that the Bank will not account to the Customer for any profit, commission, remuneration made or received from or by reason of the foregoing investment transactions or any connected transactions. The Bank shall take reasonable steps to ensure fair treatment for the Customer in relation to any such investment transactions.

6-3 Conflicts of interest may arise in the allocation of investment opportunities among parties which the Bank advises. The Customer understands that the Bank will seek to allocate investment opportunities believed appropriate for the customer and other similar parties advised by the Bank equitably and in a manner consistent with the long-term best interests of all customers involved.

7 - NON EXCLUSIVITY

7-1 The Services and Ancillary Services, and will be provided, to the Customer on a non-exclusive basis. The Customer understands and hereby acknowledges that the Bank is currently acting, or may in the future, as an investment advisor to fiduciary and other managed customers or accounts or to other investment companies on a non-Discretionary basis.

7-2 The Customer understands and hereby acknowledges that the Bank may give advice and take action for its own accounts, and for other customers, which may differ from the advice given on the timing or nature of action taken for or on behalf of the customer pursuant to the terms hereof.

7-3 The Bank is not obligated to buy, sell or recommend for the Customer any Asset that the Bank or its Affiliates may buy, sell or recommend for any other customer or for their own accounts or the accounts of others.

8 - REPRESENTATION AND WARRANTIES

The Customer represents warrants and agrees that:

8-1 The Customer has the legal capacity to enter into this Agreement and assume all obligations arising thereunder. It is not aware of any matter or thing that may in any way prevent or restrict it from entering into or fulfilling its obligations under this Agreement.

8-2 The Customer’s obligations under this Agreement constitute legal, valid and binding obligations and are enforceable in accordance with their respective terms.

8-3 The Customer has read this Agreement and is aware of, understands and accepts, the risks inherent in the Services, Ancillary Services and making Investments in the Assets pursuant to the terms hereof.

8-4 The execution, delivery and performance of this Agreement and any other agreement with respect to the Assets shall be binding upon the Customer, and they do not and shall not violate any provision of any laws or regulations applicable to the Customer, including the customer’s constitutional documents, if applicable.

12.20 Ver 4

Investment Services Agreement - Personal Banking
ND06FRM0560 (Page 21 of 36)

بنك الإمارات دبي الوطني (الإمارات العربية المتحدة) هو الصرافة وال稠ث المصرفية الموحدة لشركة HSBC Holdings PLC.

12.20 Ver 4

Investment Services Agreement - Personal Banking
ND06FRM0560 (Page 21 of 36)

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ND06FRM0560 (Page 21 of 36)

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Investment Services Agreement - Personal Banking
ND06FRM0560 (Page 21 of 36)

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8-5 The Customer enjoys no immunity from suit or judicial proceedings, attachment to its assets or execution of judgment under the laws of its jurisdiction of incorporation or residence (as applicable) or elsewhere.

8-6 The Customer has been provided with, and has read and understood, this Agreement and information regarding the Portfolio Account, and the Customer has the requisite knowledge, experience, wealth and risk appetite to authorize the Bank to make Investments on its behalf pursuant to this Agreement.

8-7 The Cash Sum is not, in whole or in part, directly or indirectly, connected with or derived from the proceeds of any criminal activity in any jurisdiction.

8-8 in the case of any Assets comprised in the Portfolio Account which were contributed directly by the Customer and not acquired for and on behalf of the Customer pursuant to the terms of this Agreement, such Assets are the Customer's own property and have been legally acquired by the Customer, are owned by the Customer and are free from any charge, lien, pledge or other encumbrance whatsoever and that no other person has any interest (legal or otherwise) in the Portfolio Account. The Customer undertakes to inform the Bank from time to time of any factual changes to these circumstances and agrees to declare its interest in the Assets to the Bank.

8-9 all information provided by the Customer in relation to the interests it holds in the Assets, its status, residence and domicile for taxation or other purposes are complete and correct and the Customer agrees to promptly provide any further information required by any competent authority. The Customer also undertakes to promptly inform the Bank in case of any change to the above information.

8-10 the Customer will pay any fees, levies, stamp duties, dividends witholding or any other taxes (where applicable) and any brokerage, transfer fees, registration fees and all other liabilities, charges, costs and expenses arising from all dealings with the Portfolio or payable or incurred by the Bank in connection with the Services or Ancillary Services.

8-11 insurance of the Assets is required, and the Customer undertakes to insure, and keep insured during the term of this Agreement, all the Assets in the Portfolio Account.

8-12 The representative(s) of the Customer (identified by the Customer and approved by the Bank at the time of execution of this Agreement or thereafter) are authorized to give instructions and take any other action required on Customer's behalf in connection with the Services and Ancillary Services. The Bank is entitled to rely on the instructions of such representative(s) of the Customer unless the Bank is duly notified in accordance with paragraph 11 (Communications) of any change to the representative(s) of the Customer or the powers of such representative(s).

8-13 It is in compliance with all applicable laws and regulations in connection with its trading activities in listed securities, including but not limited to the SCA regulations and UAE law. The Customer is responsible for adhering to the applicable exchange regulations including, but not limited to, those relating to insider trading rules, market abuse rules and any requirement to disclose structure of ownership or to seek approval from the exchange or regulator for any specific trading activity.

10-8 An underlying is not to be directly or indirectly, connected with or derived from the proceeds of any criminal activity in any jurisdiction.

10-9 The Bank is entitled to rely on the instructions of such representative(s) of the Customer unless the Bank is duly notified in accordance with paragraph 11 (Communications) of any change to the representative(s) of the Customer or the powers of such representative(s).

12-8 The Bank may, at its discretion, require the Customer to provide additional information about its trading activities in listed securities, including but not limited to, those relating to the Bank's own knowledge, experience, wealth and risk appetite to authorize the Bank to make Investments on its behalf pursuant to this Agreement.

13-8 It is in compliance with all applicable laws and regulations in connection with its trading activities in listed securities, including but not limited to the SCA regulations and UAE law. The Customer is responsible for adhering to the applicable exchange regulations including, but not limited to, those relating to insider trading rules, market abuse rules and any requirement to disclose structure of ownership or to seek approval from the exchange or regulator for any specific trading activity.
8-14 The Investments are not cash deposits as defined under Article 371 and 372 of Commercial Transaction Law No. 18 of 1993, as amended from time to time. The investments shall not offer guaranteed returns and or guarantees on capital unless explicitly stated in the terms and conditions of such Investment.

8-15 The Customer irrevocably undertakes to ensure that it does not give instructions to the Bank to make any Investments or to otherwise deal in any Assets or other securities on its behalf that may be in breach of any applicable laws, regulations, including any relevant boycott laws of the UAE.

8-16 The Bank shall be under no obligation to execute the Customer's written instructions or any other instructions delivered to the Bank that may breach (in the opinion of the Bank) any applicable laws or regulations, any directives or circulars of any relevant regulator, any internal Bank policies and procedures, and that the Bank's refusal to execute the Customer's instructions can be carried out without providing notice to the customer or justifications from the Bank.

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### 9 - FEES AND CHARGES

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<td>9-2</td>
<td>The Customer hereby authorizes the Bank to conduct any foreign exchange transactions (at such rates of exchange as the Bank shall from time to time determine) which the Bank deems necessary or reasonably incidental to carry out the Services or Ancillary Services. The Customer agrees to assume all risks associated with foreign exchange and currency conversion.</td>
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<td>9-3</td>
<td>Unless agreed otherwise, fees shall accrue on a monthly basis and shall be paid to the Bank from the Cash Sum (or by sale of Assets in accordance with paragraph 9.4 below).</td>
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<tr>
<td>9-4</td>
<td>If the Cash Sum is insufficient to meet the Customer obligations hereunder, the Bank may realize or liquidate the Assets or part of them, or any ordinary collateral to settle any outstanding service charges tax or agent fees.</td>
</tr>
<tr>
<td>9-5</td>
<td>The Customer hereby expressly undertakes to pay the agent fees and any additional custody and administration fees, any dealing costs and any associated charges that may be imposed by Agents in accordance with the applicable market rate.</td>
</tr>
<tr>
<td>9-6</td>
<td>Fees and other charges described in this paragraph may be subject to change at any time without requirement for notice to the Customer.</td>
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### 10 - SET OFF

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<td>10-1</td>
<td>The Customer agrees that the Bank and/or any Affiliate is hereby authorized to set off (or apply similar right) against any of the Customer properties or Assets held under the custody and control of the Bank or any other Affiliate for any of the Customer liability that is due and remains outstanding to the Bank or such Affiliate.</td>
</tr>
<tr>
<td>10-2</td>
<td>Except as otherwise provided in this Agreement, the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the Customer’s name, either singly or jointly with a third party. The Bank may also set off against any overdrawn accounts all or any monies owned by the Customer in whatsoever currency or form and whether in current, call, savings or deposit accounts which the Customer may hold with the Bank, either singly or jointly with a third party.</td>
</tr>
</tbody>
</table>

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### 8-18

An Investment is not a cash deposit as defined under Article 371 and 372 of Commercial Transaction Law No. 18 of 1993, as amended from time to time. The investments shall not offer guaranteed returns and or guarantees on capital unless explicitly stated in the terms and conditions of such Investment.

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12.20 Ver 4

Enquiries NBD Bank (P.S.C.) is licensed by the Central Bank of the UAE.
Investment Services Agreement - Personal Banking

11 - COMMUNICATIONS

11-1 Communication in Writing:

All notices, requests, demands, consents, approvals, authorizations, orders, agreements, summons, or other similar correspondence (Communication) under this Agreement shall be in writing.

All Communications to the Bank shall be addressed to the Bank at its Head Office, for the attention of: Wealth Management, Baniyas Road, Deira, Dubai UAE, PO Box 777, and marked with the CIF of the Customer.

Unless otherwise provided for herein, all Communications to the Customer shall be sent to the address of its principle place of business (or residence or mailing address) or the Customer’s registered email address as per the Bank’s records.

11-2 Deemed Receipt

A Communication shall be deemed to be duly received by the recipient at its address:

11-2-1 When delivered to the recipient by hand at such address.

11-2-2 If sent by fax, upon receipt of a legible fax copy showing the correct fax number of the sender and the correct number of pages as have been transmitted providing the original shall be delivered to the recipient thereafter with a “pre-faxed notification” to avoid duplication;

11-2-3 If by post, upon receipt of delivery notification; and

11-2-4 If by e-mail, by using the email address that is specified and provided by the Customer that is shown in the Bank records.

11-3 Instructions from Customer to the Bank to make Investment or redemption on its behalf:

It is agreed that Communications which are solely intended for the purpose of the Customer giving instructions (including instructions related to any/all kinds of corporate actions, market notifications and portfolio account maintenance related instructions) and/or orders to the Bank to make an Investment or to redeem Assets, shall be validly delivered:

1. by telephone call on a recorded line OR
2. by fax and/or by email OR
3. in writing by submitting an order form or redemption Communication in accordance with Paragraph 11-2-1 above; by fax or by e-mail OR
4. by hand (whichever mode is applicable) provided that such instructions and/or orders under (2),(3) and (4) if not received in person) are subsequently confirmed by telephone call on a recorded line and it is understood that the Bank will not attend to any instructions and/or orders unless the relevant subsequent confirmation is received.

The Customer agrees and acknowledge that:

(i) Using electronic means of communication involves considerable risks and it is almost impossible to protect data which is transmitted electronically from access by third parties.

(ii) There is an increased risk of forgery involved in the use of copied or electronic signatures;

(iii) It understands and accepts such risks associated with electronic communication.

Provided that the Bank has exercised such care and diligence as is usual in the ordinary course of business, any loss or damage resulting from the use of different communication means, in particular due to delay, loss, error, duplication, or otherwise shall be the liability of the Customer.

11-11 Deemed Receipt

Communication in Writing:

All notices, requests, demands, consents, approvals, authorizations, orders, agreements, summons, or other similar correspondence (Communication) under this Agreement shall be in writing.

All Communications to the Bank shall be addressed to the Bank at its Head Office, for the attention of: Wealth Management, Baniyas Road, Deira, Dubai UAE, PO Box 777, and marked with the CIF of the Customer.

Unless otherwise provided for herein, all Communications to the Customer shall be sent to the address of its principle place of business (or residence or mailing address) or the Customer’s registered email address as per the Bank’s records.

11-2 Deemed Receipt

A Communication shall be deemed to be duly received by the recipient at its address:

11-2-1 When delivered to the recipient by hand at such address.

11-2-2 If sent by fax, upon receipt of a legible fax copy showing the correct fax number of the sender and the correct number of pages as have been transmitted providing the original shall be delivered to the recipient thereafter with a “pre-faxed notification” to avoid duplication;

11-2-3 If by post, upon receipt of delivery notification; and

11-2-4 If by e-mail, by using the email address that is specified and provided by the Customer that is shown in the Bank records.

11-3 Instructions from Customer to the Bank to make Investment or redemption on its behalf:

It is agreed that Communications which are solely intended for the purpose of the Customer giving instructions (including instructions related to any/all kinds of corporate actions, market notifications and portfolio account maintenance related instructions) and/or orders to the Bank to make an Investment or to redeem Assets, shall be validly delivered:

1. by telephone call on a recorded line OR
2. by fax and/or by email OR
3. in writing by submitting an order form or redemption Communication in accordance with Paragraph 11-2-1 above; by fax or by e-mail OR
4. by hand (whichever mode is applicable) provided that such instructions and/or orders under (2),(3) and (4) if not received in person) are subsequently confirmed by telephone call on a recorded line and it is understood that the Bank will not attend to any instructions and/or orders unless the relevant subsequent confirmation is received.

The Customer agrees and acknowledge that:

(i) Using electronic means of communication involves considerable risks and it is almost impossible to protect data which is transmitted electronically from access by third parties.

(ii) There is an increased risk of forgery involved in the use of copied or electronic signatures;

(iii) It understands and accepts such risks associated with electronic communication.

Provided that the Bank has exercised such care and diligence as is usual in the ordinary course of business, any loss or damage resulting from the use of different communication means, in particular due to delay, loss, error, duplication, or otherwise shall be the liability of the Customer.
Subject to the terms hereof, the Bank shall pass instructions for redemption and/or orders for making Investments received by it during its usual business hours to the appropriate Affiliates or Agents. The Bank is under no obligation to pass on instructions or orders received by mobile telephone, incorrectly signed or outside its business hours.

If the Customer communicates to the Bank by e-mail, such communication will be deemed to be consent from the Customer to the Bank to reply or otherwise communicate to Customer by e-mail. The Customer also consents, understands and accepts the risk associated with such mode of communication. Provided the Bank is reasonably satisfied that the e-mail is authentic, Bank will respond to requests for account information by e-mail.

The Customer agrees that the Bank may use security measures before accepting any instruction or order from the Customer received via telephone calls. The Customer acknowledges that telephone calls may be recorded and that such records may be used as evidence of valid statements by the Customer, for regulatory requirements or any other legal purposes.

The Bank will not act upon any instruction which it reasonably believes is unlawful or to be contrary to law, regulation or market practice and it is under no duty to investigate as to whether any instruction is genuine or does comply with any applicable law, regulation or market practice. The Customer hereby authorizes the Bank to rely on any applicable law, regulation or market practice.

The Customer hereby authorizes the Bank to rely on and act upon any Communication received from the Customer in accordance with this paragraph 11 which shall be deemed to be binding and binding upon the Customer.

The Customer hereby irrevocably indemnifies the Bank, its Affiliates and their respective directors, employees, agents and representatives for any claims, fines, demands, losses, damages and expenses, threatened, suffered or incurred by the Bank or its Affiliates and their respective directors, employees, agents and representatives in respect of any such Communication.

Complaints or claims by the Customer regarding execution or non-execution of orders or instructions of any description must be made immediately upon receipt of a notice concerning the transaction (or deemed receipt of notice), and in any event, no later than within 10 days of such receipt (Confirmation Date). If the Customer fails to receive such a notice, such notice shall be deemed to have been delivered within 1 Dubai Business Day of the order or instruction.

Upon the occurrence of the Confirmation Date, the transaction (Investment or redemption, as applicable) shall be deemed to have been approved by the Customer, with the Customer alone bearing any damages resulting therefrom.

Complaints regarding Statements or custody account statements (Custody Statement) must be made within one month from the date of the Statement or Custody Statement, as applicable, or deemed receipt of such statements. Upon expiration of this period, the Statements or Custody Statement (as applicable) shall be regarded as approved by the Customer and the account balances and asset valuations are deemed to have been accepted by the Customer, including approval of all operations and all reservations made by the Bank when crediting un-cleared funds. A Statement or Custody Statement is deemed received when the Customer would normally have received such statements from the Bank.
11-10 No Communication shall be considered as valid and binding upon its recipient unless delivered pursuant to this paragraph 11.

12 - CONFIDENTIALITY & DATA PROTECTION

12-1 Subject to clause 12.4, the Customer undertakes during the term of this Agreement and for two years following the termination of this Agreement to maintain as confidential and not directly or indirectly to disclose or make use of any trade secret or any other information whatsoever concerning the Bank, its business activities, the Services, the Ancillary Services, Service Fees, Agent Fees or any other the Bank fees and charges, the Portfolio Account or the portfolio (Confidential information).

12-2 If the Bank so requests, the Customer shall procure the representative of the Customer hereunder gives an undertaking to the Bank in like terms to that in Clause 12.1, upon such representative’s empowerment to act on behalf of the Customer.

12-3 The Customer hereby gives consent to pass any information which the Bank holds regarding the Customer or any of the ultimate beneficial owners to any third parties where the Bank deems it necessary for the proper execution of the Customer’s instruction or order, to defend its interests and/or exercise its rights arising from its relationship with the Customer.

The Bank may also transfer such information and documents for the purpose of providing Services or Ancillary Services or if it is under a legal or regulatory obligation to disclose such information, which may include transferring information to Affiliates, Agents or others in jurisdictions with less or no data protection regulations, and the Bank may retain such information and any other information or documents about the Customer for prescribed periods after the Customer has terminated this Agreement.

The Bank’s legal and regulatory rights and obligations regarding disclosure are reserved. The Customer agrees in particular to be subject to the transparency rules imposed by law and regulations governing the markets in which they carry out transactions through their own account, or an account with the Bank, or where so required by collective investment schemes, collective depositories or custodians with which securities are lodged or registered, including securities held with an intermediary.

The Customer also accepts that the Bank may inform the appropriate authorities of their identity and details of their transactions, should the relevant authorities make such a request to the Bank, not withstanding that such requests made by the authorities in absence of the information without using the applicable mutual assistance procedures.

12-5 Due to regulatory requirements, the Bank is obliged to disclose certain information regarding the Customer when executing international payments or portfolio transfers through other financial institutions. By giving instructions to execute such payments, the Customer authorizes the Bank to disclose such customer data to such other financial institutions.

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12-5 Due to regulatory requirements, the Bank is obliged to disclose certain information regarding the Customer when executing international payments or portfolio transfers through other financial institutions. By giving instructions to execute such payments, the Customer authorizes the Bank to disclose such customer data to such other financial institutions.
The Customer hereby authorises the Bank to make any enquiries from any persons or firm, it may deem necessary in connection with this application. We understand that the Bank may decline this application without being required to provide a reason. We also understand and accept that the Bank may record, use, analyse, assess and/or exchange any information held about us, with any member of the Emirates NBD Group and may also be required to disclose information to external regulators or authorities for various reasons including anti-money laundering, fraud prevention and audit purposes.

If the Customer is more than one person:

(i) The obligations of the Customer under this Agreement shall be joint and several obligations of such persons and references to the Customer herein shall be construed accordingly;

(ii) The Bank is hereby authorised to act on the instructions of any one or more of such persons which shall be binding on all; and

(iii) Any Communication given to any such person shall be binding on all; and

13.4

It is understood that on the death of a Customer, the Services and Ancillary in relation to the custody of the Assets shall continue in effect until this Agreement is terminated by the Customer’s legitimate successors or assigns as otherwise agreed with such successors to continue and resume the Services.

13.5

Except as specifically provided herein or as authorized in writing by the Customer from time to time, the Bank shall have no authority to act for or represent or otherwise bind the Customer or otherwise be or hold itself out as an agent of the Customer. The Bank shall, for all purpose hereunder, be and shall deemed to be an independent contractor and not an employee of the Customer. Nothing in this Agreement shall be construed as establishing any partnership or joint venture between the Bank and the Customer.

13.6

No delay or omission of the Bank in exercising or enforcing (whether wholly or in part only) any right or remedy provided under this Agreement shall impair the same or shall be construed as a waiver of such right or remedy.
13-7 The invalidity or unenforceability of one or more provisions herein shall not affect the validity or enforceability of the other provisions which shall continue to be valid and enforceable.

13-8 This Agreement is drafted in both English and Arabic languages. In the event of any conflict between the Arabic and the English texts, the provisions of the English text shall be deemed to be binding on the Bank and the Customer.

13-9 The Bank reserves the right to amend this Agreement at any time. The Customer shall be advised of such amendments by any means of communication (post, e-mail, fax, etc.) or otherwise in writing and the Customer hereby consents to any such amendments being deemed to have been approved by the Customer.

13-10 All dates and times wherever employed herein shall be construed and calculated with reference to the Gregorian calendar.

14 - GOVERNING LAW

14-1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Dubai Courts.

15 – ARBITRATION

15-1 The Parties agree to refer any dispute arising out of or in connection with this Agreement to arbitration before the Dubai International Arbitration Center.

15-2 Arbitration shall be conducted by a single arbitrator to be appointed by written agreement of the parties. If they are unable to agree on the identity of the arbitrator within fourteen (14) calendar days of the date of the request that the dispute be referred to arbitration (pursuant to clause 15.1 above) or if the person appointed is unable or unwilling to act then the arbitrator shall be appointed by the Chairman of the Dubai International Arbitration Center on the application by either party.

15-3 The arbitration shall be conducted in Dubai in the English language in accordance with the Rules of Dubai International Arbitration Center in force.

15-4 The arbitration award shall be final and binding upon the parties.
### PART I: INVESTMENT RISK SCORING

#### R1: Please select what best describes your investment knowledge and experience.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>I have no knowledge of investment products other than bank fixed deposits/savings accounts.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>I have some knowledge and experience in investing in traditional investment products such as bonds, equities and mutual funds.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>I have extensive knowledge and experience in investing in traditional investment products such as bonds, equities and mutual funds.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>I have some knowledge and experience in investing in sophisticated investment products such as derivatives, private equity, foreign exchange margin trading, etc.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>I have extensive knowledge and experience in investing in sophisticated investment products such as derivatives, private equity, foreign exchange margin trading, etc.</td>
<td></td>
</tr>
</tbody>
</table>

#### R2: $1m could have been invested in one of five portfolios, each with different risk characteristics. At any point in time the value of each portfolio would have been in the range shown below. Which would you choose now?

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>End value between $0.93m and $1.14m</td>
</tr>
<tr>
<td>5</td>
<td>End value between $0.89m and $1.21m</td>
</tr>
<tr>
<td>10</td>
<td>End value between $0.80m and $1.32m</td>
</tr>
<tr>
<td>15</td>
<td>End value between $0.67m and $1.44m</td>
</tr>
</tbody>
</table>

#### R3: What do you consider to be the length of your investment time horizon?

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0 years &lt; 3</td>
</tr>
<tr>
<td>7</td>
<td>3-5 years</td>
</tr>
<tr>
<td>14</td>
<td>5-10 years</td>
</tr>
<tr>
<td>20</td>
<td>10+ years</td>
</tr>
</tbody>
</table>

#### R4: What levels of financial loss could you tolerate over the short term? (1 year)

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>None</td>
</tr>
<tr>
<td>5</td>
<td>Up to 5%</td>
</tr>
<tr>
<td>10</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>15</td>
<td>Up to 20%</td>
</tr>
<tr>
<td>20</td>
<td>More than 20%</td>
</tr>
</tbody>
</table>

#### R5: How would you react if return on your investment were negative or below your expectations?

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>I would redeem the full value of my investment</td>
</tr>
<tr>
<td>5</td>
<td>I would partially redeem my investment</td>
</tr>
<tr>
<td>10</td>
<td>I would wait until my investment recovered</td>
</tr>
<tr>
<td>15</td>
<td>I would add to my investment to take advantage of the lower price</td>
</tr>
<tr>
<td>Points</td>
<td>R6: How would you generally categorise your investment risk outlook?</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>0</td>
<td>I do not want to risk my capital or have any negative returns (أنا لا أرغب في المخاطرة برأس مالي ولا أريد أن يكون لدي عائدات سلبية)</td>
</tr>
<tr>
<td>5</td>
<td>I do not want to risk my capital but am willing to accept fluctuations on my returns (لا أرغب في المخاطرة برأس مالي ولكنني أرغب في التقلبات على عائداتي)</td>
</tr>
<tr>
<td>10</td>
<td>I can accept some risk on my capital and fluctuations on my returns (أنا أقبل بعض المخاطرة على رأس مالي و التقلبات على عائداتي)</td>
</tr>
<tr>
<td>15</td>
<td>I can accept reasonable levels of risk on my capital as well as my returns (أنا أقبل مويجود مخاطرة على رأس مالي وعائداتي)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>R7: What is your highest level of education/ qualification? Please select the one that applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Lower than High School Diploma/Equivalent (أقل من شهادة دراسة ثانوية)</td>
</tr>
<tr>
<td>5</td>
<td>High School Diploma/Equivalent (شهادة دراسة ثانوية)</td>
</tr>
<tr>
<td>10</td>
<td>College Graduate or Higher (شهادة جامعية أو أعلى)</td>
</tr>
<tr>
<td>15</td>
<td>Qualification related to the financial markets (مؤهل ذات علاقة بالأسواق المالية)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>R8: Did you work or have worked in the financial sector for at least one year in a professional position (in the field of Wealth Management/Treasury/Investment Office), which requires knowledge of the transactions or services envisaged?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>No (لا)</td>
</tr>
<tr>
<td>5</td>
<td>Yes (نعم)</td>
</tr>
</tbody>
</table>

**PART II: LIQUIDITY SCORING**

<table>
<thead>
<tr>
<th>Points</th>
<th>L1: What percentage of your investments with Emirates NBD might you want to withdraw to meet unexpected events?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>None (لا يوجد)</td>
</tr>
<tr>
<td>5</td>
<td>0%-25% (0%-25%)</td>
</tr>
<tr>
<td>15</td>
<td>25%-50% (25%-50%)</td>
</tr>
<tr>
<td>20</td>
<td>50%-75% (50%-75%)</td>
</tr>
<tr>
<td>25</td>
<td>75%-100% (75%-100%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>L2: How much regular income, if any, do you require during the investment period from your investments?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>None (لا يوجد)</td>
</tr>
<tr>
<td>8</td>
<td>From 25%-50% (25%-50%)</td>
</tr>
<tr>
<td>16</td>
<td>More than 50%-75% (More than 50%-75%)</td>
</tr>
<tr>
<td>25</td>
<td>More than 75% (More than 75%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>L3: Of your current income, what percentage is used to cover your cash obligations such as loans, mortgages, advances and living expenses?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Less than 25% (أقل من 25%)</td>
</tr>
<tr>
<td>16</td>
<td>More than 50%-75% (More than 50%-75%)</td>
</tr>
<tr>
<td>25</td>
<td>More than 75% (More than 75%)</td>
</tr>
</tbody>
</table>
### PART III: SELF ASSESSMENT

**Investor:** Please complete this self-assessment by ticking one of the boxes below: Which one of the following statements best describes your investment objective and comfort level with fluctuations in the value of your investments?

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ultra Cautious</strong></td>
<td>The primary objective is to preserve capital in the long term, and to experience minimum volatility. I understand and accept that this will limit the returns on my assets.</td>
<td>A portfolio for an ultra-cautious investor will typically contain cash &amp; cash alternatives, money market instruments and short-term bonds.</td>
</tr>
<tr>
<td><strong>Cautious</strong></td>
<td>The primary objective is to provide an ongoing source of income and an element of capital growth while accepting modest capital at risk and low volatility.</td>
<td>A portfolio for a cautious investor could typically contain mostly fixed income assets with smaller allocations to equities and alternative assets.</td>
</tr>
<tr>
<td><strong>Moderate</strong></td>
<td>The primary objective is to provide medium to long term capital growth while meeting current income requirement. I am willing to accept capital at risk associated with fluctuating markets.</td>
<td>A portfolio for a moderate investor could typically contain an approximately equal weighting of fixed income and equity, with some allocation to alternative assets.</td>
</tr>
<tr>
<td><strong>Adventurous</strong></td>
<td>The primary objective is to achieve long term capital growth while understanding that capital could suffer a substantial, or even total loss. I am willing to take high risk in order to potentially earn high return on my capital.</td>
<td>A portfolio for an Adventurous investor could typically contain a high proportion of equities with the remaining allocation split between fixed income and alternative assets.</td>
</tr>
</tbody>
</table>

### PART IV: INVESTMENT RISK AND LIQUIDITY SCORING RESULTS

#### Risk Appetite

<table>
<thead>
<tr>
<th>Description</th>
<th>Overall client Investment Risk Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderate</td>
<td><img src="#" alt="Moderate" /></td>
</tr>
<tr>
<td>Cautious</td>
<td><img src="#" alt="Cautious" /></td>
</tr>
<tr>
<td>Ultra Cautious</td>
<td><img src="#" alt="Ultra Cautious" /></td>
</tr>
</tbody>
</table>

#### Liquidity Needs

<table>
<thead>
<tr>
<th>Description</th>
<th>Overall client Investment Risk Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderate</td>
<td><img src="#" alt="Moderate" /></td>
</tr>
<tr>
<td>Cautious</td>
<td><img src="#" alt="Cautious" /></td>
</tr>
<tr>
<td>Ultra Cautious</td>
<td><img src="#" alt="Ultra Cautious" /></td>
</tr>
</tbody>
</table>

### KEY

1. Ultra-Cautious investor
2. Cautious investor
3. Moderate investor
4. Adventurous investor
| **Investor and Relationship Manager to discuss and compare the results of the Risk Profiling and Self Assessment** |

- **Cautious (متجد)**
  - **Objective**: To provide an ongoing source of income and an element of capital growth while accepting modest capital at risk and low volatility.
  - **Portfolio**: A portfolio for a cautious investor could typically contain mostly fixed income assets with smaller allocations to equities and alternative assets.

- **Moderate (دائم)**
  - **Objective**: To provide medium to long term capital growth while meeting current income requirements. I am willing to accept capital at risk associated with fluctuating markets.
  - **Portfolio**: A portfolio for a moderate investor could typically contain an approximately equal weighting of fixed income and equity, with some allocation to alternative assets.

- **Adventurous (مغامر)**
  - **Objective**: To achieve long term capital growth while understanding that capital could suffer a substantial, or even total loss. I am willing to take high risk in order to potentially earn high return on my capital.
  - **Portfolio**: A portfolio for an adventurous investor could typically contain a high proportion of equities with the remaining allocation split between fixed income and alternative assets.

### PART V QUALIFIED INVESTOR

<table>
<thead>
<tr>
<th><strong>Investor</strong></th>
<th><strong>Investor’s Qualification</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Q1</strong>: What is the value of your net equity with exception of Main House?</td>
<td></td>
</tr>
<tr>
<td><strong>A</strong> Less than 1 Million AED</td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> From 1-2 Million AED</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> From 3-4 Million AED</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong> More than 4 Million AED</td>
<td></td>
</tr>
</tbody>
</table>

| **Q2**: What is your Annual Income? |
| **A** Less than 1 Million AED |
| **B** More than 1 Million AED |

| **Q3**: Are you Accredited by Securities And Commodities Authority or by a similar regulatory authority to perform any of the functions related to Financial Activities or Services? |
| **A** YES* |
| **B** NO |

*Please specify the name of the other Authority
Please Specify the type of Accreditation

---

The primary objective is to provide an ongoing source of income and an element of capital growth while accepting modest capital at risk and low volatility. A portfolio for a cautious investor could typically contain mostly fixed income assets with smaller allocations to equities and alternative assets. The primary objective is to provide medium to long term capital growth while understanding that capital could suffer a substantial, or even total loss. I am willing to take high risk in order to potentially earn high return on my capital. A portfolio for an adventurous investor could typically contain a high proportion of equities with the remaining allocation split between fixed income and alternative assets.
Applicable only for Company Accounts
Entity clients - Meets the criteria if any of the 2 response is Q4 = D, Q5 = D, Q6 = D

PART VI SUITABILITY & APPROPRIATENESS

<table>
<thead>
<tr>
<th>الوصف Description</th>
<th>الخبرة (بالسنوات) Experience (in years)</th>
<th>المعرفة Knowledge</th>
<th>هل ترغب في تلقي إشعارات دورية بخصوص المنتجات المحتملة؟ Interested to Receive periodical / updates / research</th>
</tr>
</thead>
<tbody>
<tr>
<td>المنتجات المركبة Complex Products</td>
<td>أكثر من 3 over 3 years</td>
<td>محدود محدود Limited</td>
<td>نعم Yes</td>
</tr>
<tr>
<td>الأوامر النقدية المتداولة في البورصة Exchange Traded Notes</td>
<td>0</td>
<td>محدود محدود Limited</td>
<td>لا No</td>
</tr>
<tr>
<td>ضمانات Warrants</td>
<td>1-3</td>
<td>متوسط Moderate</td>
<td></td>
</tr>
<tr>
<td>المنتجات المهيئة غير المضمونة منخفضة الرأس (أقل من 90٪) Non - Capital Guaranteed Structured (Products &lt; 90%)</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>صناديق استدانة Leveraged Funds</td>
<td>1-3</td>
<td>متوسط Moderate</td>
<td></td>
</tr>
<tr>
<td>صناديق العائد المطلق Absolute Return Funds</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>السلع يتم تداولها في البورصة صناديق تداول سلاسل القيمة المضافة ETF/ETC (Leveraged &amp; Synthetic)</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>سندات مشروطة قابلة للتورط CoCo Bonds</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>تداول على الهامش Margin trading</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>المشتقات Derivatives</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
<tr>
<td>تداول العملات FX trading</td>
<td>0-1</td>
<td>محدود محدود Limited</td>
<td></td>
</tr>
</tbody>
</table>

Q4: What is the total value of your assets at the date of Last Financial Statement?

| A | Less than 25 Million AED |
| B | From 25-50 Million AED |
| C | From 51-74 Million AED |
| D | 75 Million AED and Above |

السؤال 4: ما هي القيمة الإجمالية لأصولكم كما بتاريخ آخر بيانات مالية؟

Q5: What is your net annual revenue at the date of Last Financial Statement?

| A | Less than 50 Million AED |
| B | From 50-100 Million AED |
| C | From 101-149 Million AED |
| D | 150 Million AED and Above |

السؤال 5: ما هي القيمة الصافية لأعمالكم كما بتاريخ آخر بيانات مالية؟

Q6: What is the value of your net equity or paid up capital at the date of Last Financial Statement?

| A | Less than 1 Million AED |
| B | From 1-3 Million AED |
| C | From 4-7 Million AED |
| D | 7 Million AED and Above |

السؤال 6: ما هي قيمة حصص المساهمين أو أصول المدفوعة كما بتاريخ آخر بيانات مالية؟
<table>
<thead>
<tr>
<th>المنتجات غير المركبة</th>
<th>Non-Complex Products</th>
<th>0</th>
<th>0-1</th>
<th>1-3</th>
<th>أكثر من 3 years</th>
<th>محدودة</th>
<th>محدودة</th>
<th>موسع</th>
<th>نعم</th>
<th>لا</th>
</tr>
</thead>
<tbody>
<tr>
<td>صندوق الاستثمار Mutual funds</td>
<td>سلسلة تتداولها في البورصة المزدوجة، ETF/ETC (Non-Leveraged &amp; Physical)</td>
<td></td>
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<tr>
<td>دخل ثابت*</td>
<td>Fixed Income</td>
<td></td>
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<tr>
<td>إبست ريال Depository Receipts</td>
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<tr>
<td>أسهم عادية Ordinary Shares</td>
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<tr>
<td>أسهم الأولوية Preference Shares</td>
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<tr>
<td>صناديق الاستثمار العقارية REITs</td>
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<td></td>
</tr>
<tr>
<td>أدوات هنائية Treasury Bonds</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>صناديق تداول في البورصة ETFs</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>المنتجات المهيكلة المشروعة Structured Products</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>المنتجات المهيكلة المشروعة (رسوم 29%) Capital Guaranteed Structured Products (≥ 90%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Fixed Income: Convertible Bonds, Euro Fixed Rate Bonds, Fixed Rate Bonds, Floating Rate Bonds, Perpetual Bonds, Zero Coupon Bonds, SukukFixed Rate, Sukuk Floating Rate and Sukuk Perpetual

الدخل الثابت: السندات القابلة للتحويل، سندات اليورو ذات السعر الثابت،

*السندات ذات السعر الثابت، السندات ذات السعر العائم، السندات الدائمة،

استثمارات الصكوك ذات السعر الثابت، صكوك ذات السعر، صكوك ذات السعر

العالم، والصكوك الدائمة.

<table>
<thead>
<tr>
<th>السؤال 2: تقديرات عالية المستوى للاستثمارات في المنتجات التالية</th>
<th>S2: High level estimates of investments in the below products</th>
</tr>
</thead>
<tbody>
<tr>
<td>المنتجات Products</td>
<td>القيمة التقديرية (بالدولار الأمريكي) Approximate Value (USD)</td>
</tr>
<tr>
<td>أسهم Equities</td>
<td></td>
</tr>
<tr>
<td>دخل ثابت*</td>
<td>Fixed Income</td>
</tr>
<tr>
<td>صناديق Funds</td>
<td></td>
</tr>
<tr>
<td>صناديق تداول في البورصة ETFs</td>
<td></td>
</tr>
<tr>
<td>المنتجات المهيكلة Structured Products</td>
<td></td>
</tr>
<tr>
<td>المشتقات Derivatives</td>
<td></td>
</tr>
</tbody>
</table>

**السؤال 3:** تفاصيل المؤهل ذات علاقة بالأسواق المالية إن وجد

<table>
<thead>
<tr>
<th>السؤال 4: تفاصيل مهنتكم/شركاتكم الحالية والسابقة</th>
<th>S4: Details of your current and previous professions/businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>المهنة Profession</td>
<td>تفاصيل Details</td>
</tr>
<tr>
<td>الشركة الحالية Current profession/business</td>
<td></td>
</tr>
<tr>
<td>الشركة السابقة Previous profession/business</td>
<td></td>
</tr>
</tbody>
</table>
Qualified Investor
* A Qualified Investor is a natural or legal person who satisfies the requirements for Qualified Investor status as stipulated from time to time by the Regulatory Authority. If you agree to be treated as a Qualified Investor, you would not have the protection awarded to Ordinary clients under the relevant regulations.

Yes (Please provide Self-Declaration)

Yes (However, I do not wish to be treated as one)

No

Are Complex Products suitable for the client?

Yes

No

ANY OTHER INFORMATION

I herewith confirm that:
A) I have filled in the Investment risk profile in response to my current personal and financial circumstances and objectives.
B) I agree to my approach towards risk and investments as assessed.
C) The nature of the risks involved have been thoroughly explained to me.
D) I understand the risks involved.
E) I confirm and understand that it is my responsibility to provide the Bank with up-to-date, accurate and correct information.
F) I confirm and understand that it is my responsibility to keep the Bank informed of any changes to the above provided information, in a timely manner."

Computed Portfolio Profile, as per Risk and Liquidity Scoring (Part IV)
Self-Assessment (Part III)
Final Client Investment Risk Profile
### CLIENT FINANCIAL PROFILE

**Assessment of Liquid Net worth**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value (AED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Cash (AED)</td>
<td></td>
</tr>
<tr>
<td>B – Investment in Liquid Securities (bonds, equities, funds, etc.) (AED)</td>
<td></td>
</tr>
<tr>
<td>C – Less outstandings personal loans, credit card, borrowings against investment portfolio (AED)</td>
<td></td>
</tr>
</tbody>
</table>

**Net Investible Net Worth (A+B-C)**

<table>
<thead>
<tr>
<th>Held with Emirates NBD</th>
<th>AED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>To be transferred to Emirates NBD</th>
<th>AED</th>
</tr>
</thead>
</table>

| Net Amount for Investment Portfolio | AED |

**FINANCIAL PROFILE**

<table>
<thead>
<tr>
<th>Reporting Currency</th>
<th>عامل التقرير</th>
</tr>
</thead>
</table>

By signing below, the Customer hereby confirms that he/she has read and accepted:

(i) the Agreement and the Terms and Conditions as an integral part of Investment Service Agreement and agrees to abide by the same, and

(ii) the final client investment risk profile.

(iii) This Agreement and the Terms and Conditions (including any amendments in respect of it) may be executed and delivered in counterparts including over the Customer’s registered email-address and each will be deemed an original.

Signed for and behalf of the customer

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

Relationship Manager Name ___________________________

Relationship Manager Signature _______________________

Investment Advisor Name ____________________________

Investment Advisor signature ________________________

By signing below, the Customer hereby confirms that he/she has read and accepted:

(i) the Agreement and the Terms and Conditions as an integral part of Investment Service Agreement and agrees to abide by the same, and

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<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

Relationship Manager Name ___________________________

Relationship Manager Signature _______________________

Investment Advisor Name ____________________________

Investment Advisor signature ________________________