اتفاقيّة الخدمات الاستثمارية

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).

RECITAL

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.
The Services may be provided by the Bank and/or its Agents and/or affiliates and/or subsidiaries and/or Service providers (Referred hereinafter as “Agents”) in accordance with the terms of this Agreement.

The Ancillary Services may be provided by the Bank or its Agents in accordance with the Services that will be provided by virtue of this Agreement.

The Customer hereby fully authorizes the Bank to debit the Customer's Bank Account(s) as required at the relevant time to make an Investment in accordance with the terms and conditions of this Agreement.

Notwithstanding the foregoing, the Bank is under no obligation to deliver any Services or Ancillary services unless and until:

(a) The Bank and any relevant agent shall have completed the necessary processes in accordance with paragraph 2-4 (Compliance and Anti money laundering) of the terms and conditions of this agreement.

(b) The Customer opens (and thereafter maintains) the relevant Bank Account;

(c) The Customer credits to the relevant Bank Account the initial funds and

(d) As required, the Bank receives the necessary approval from its Agents to provide the Services and Ancillary Services on behalf of the Customer.

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 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 - Private Banking

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 shall have 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 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 and remedies available to the parties. Termination of this Agreement will not affect the validity of any action previously taken by the Bank.

Emirates NBD Bank (P. I. C. No.) is licensed by the Central Bank of the UAE.
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 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.
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.
Investment Services Agreement - Private Banking

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بنك الإمارات دبي الوطني (ش.م.ع.) هو بنك مرخص من قبل مصرف الإمارات العربية المتحدة المركزي

Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.

1 - DEFINITIONS AND INTERPRETATION

The following terms have the following meanings:

1.1 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.

1.2 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.

1.3 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.

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

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

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

1.7 Assets mean 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, sukuk, money market instruments, in each case whether listed or unlisted, and any Cash Sum.

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

1.9 Bank Account means the account(s) in the name of the Customer under the CIF number(s) specified above or any account 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).

1.10 Cash Sum means the amount, (in any currency) standing to the credit of the relevant Bank Account.

1.11 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).

1.12 Commencement Date means the date of this Agreement.

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

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

1.15 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/

1.16 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.
Investment Services Agreement - Private Banking

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 for 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 UAE is a global financial hub for banking, financial services, and investment. This document outlines the terms and conditions of investment services offered by Emirates NBD Bank to its clients, including the rights and responsibilities of both the bank and the customer. It specifies the services provided, such as investment management, and outlines the fees and charges associated with these services. The document also highlights the importance of understanding the terms and conditions before engaging in any investment activity.
1-2 The headings contained in these Terms and Conditions are so employed for convenience of reference only and are not intended to define, construe, limit, expand or describe the scope or intent of this Agreement.

1-3 In these Terms and Conditions, unless the context otherwise requires; reference to the singular includes the plural and vice versa; reference to a gender unless the context otherwise requires; and reference to “it” shall mean the Customer whether such Customer is one or more single individuals or legal entities.

2 - SERVICES

2-1 Provision of Services

2-1-1 The Services 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 made by 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 Customer’s interests in the Assets in the Portfolio may be equal to zero.

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 such additional agreement.
Cash Sum

2-3

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.

2-3-1

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 Customer's 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.

2-3-2

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.

2-3-3

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.

2-4

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 pay 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).

2-5

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 undertake 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").

Any Investment made by or on behalf of the Bank, and any Investment made by or on behalf of the Customer in the performance of the Services and the Ancillary Services, shall be made in accordance with the terms of this Agreement.
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;

The Customer agrees to receive the Financial Information and the financial advice in whatever form the Bank decides from time to time including, but not limited to, post, electronic mail, publishing on the Bank’s website, phone calls or any other method specified to the Customer.

The Customer agrees that the Financial Information and the financial advice, in whole or in part, without the Bank’s prior written consent, is neither protected by principles of commercial confidentiality nor protected by any applicable laws.

The Customer agrees to receive the Financial Information and the financial advice, in whole or in part, without the Bank’s prior written consent.
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, risk profile, or profile 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 or its Agents on behalf of the Customer 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 the Customer 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 an Investment in a Security on the Customer's behalf complies with such risk that warrants a requirement for collateral, the Bank may at any time require that the Customer transfer to, and pledge as security or collateral for the Bank, a cash amount or assets acceptable to the Bank, in each case of such value as the Bank may determine (Ordinary Collateral).
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 such jurisdiction, including 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.

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Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.
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.

2-8-5 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.

2-8-6 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.

2-8-7 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.

2-9 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.

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 and use the Assets for the account of the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

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 Customer, the Bank 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.

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 Customer, the Bank 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.

Restrictions

The Customer agrees and acknowledges that:

2-11 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.

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 and use the Assets for the account of the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

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.

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(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;

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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 and use the Assets for the account of the Customer. Any and all costs, fees, charges as result of the aforementioned liquidation shall be for the account of the Customer.

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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

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.

2-12 Soft Dollar Arrangements

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.

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.

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.

2-13 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.

2-14-1-3-1-2-11-2 Taxiation 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

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.

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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.

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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.

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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”).

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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.
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.

For Funds and exchange traded funds (ETFs) 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; 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 authorizes the Bank to:

(i) provide (as applicable), and consents to the disclosure of, any information about it to any of the following:

(a) the Bank, the Fund or ETF manager, distributor, the Fund or ETF, the Fund or ETF manager, distributor, the

(b) the Bank, the Fund or ETF manager, distributor, the

(c) the Bank, the Fund or ETF manager, distributor, the

(iii) to provide (as applicable), and consents to the disclosure of, any information about it to any of the following:

(a) the Bank, the Fund or ETF manager, distributor, the

(b) the Bank, the Fund or ETF manager, distributor, the

(c) the Bank, the Fund or ETF manager, distributor, the

(3) 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.

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(a) the Bank, the Fund or ETF manager, distributor, the

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(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.

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The Customer hereby authorizes the Bank to:

(i) provide (as applicable), and consents to the disclosure of, any information about it to any of the following:

(a) the Bank, the Fund or ETF manager, distributor, the

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(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.

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The Customer hereby authorizes the Bank to:

(i) provide (as applicable), and consents to the disclosure of, any information about it to any of the following:

(a) the Bank, the Fund or ETF manager, distributor, the

(b) the Bank, the Fund or ETF manager, distributor, the

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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 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(s) 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, noting 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 and seek to provide a replication of a benchmark index through purchasing a basket of securities that make up the index; in the case of synthetic replication, replication errors may occur as a result of deviations from the target index performance; 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.
3-1 As soon as practicable after the completion of each Investment made on behalf of the Customer by the Bank, the Bank shall send to the Customer confirmation of completion of such Investment (Confirmation). The Bank shall not be responsible for such Confirmation not being received by the Customer. The Customer may request from the Bank in accordance with Paragraph 11 (Communications) any such Confirmation not so received.

3-2 Where applicable, each month a statement of account shall be sent to the Customer setting out the Assets (or interests in Assets) which stand to the credit of the Customer’s Portfolio Account and the estimated value attributable to such Assets (Statement). The Statement may include accrued, but unrealized, profit. In the case of Assets which are not listed or Assets which are not liquid securities (such as private investments) where there is no centralized exchange mechanism for price reporting, the Statement may not reflect a fair value for such Assets, or in certain instances, it may not be possible to determine any valuation of such Assets.

3-3 Assets which are interests in a collective investment scheme will be valued on a forward pricing basis and accordingly, the amount realized upon redemption of such Assets may differ from any valuation estimates set out in the Statement. Moreover, the value attributed to all Assets credited to a Portfolio Account and as set out in a Statement is determined on a best estimate basis, and accordingly, the amount realized upon redemption of such Assets may differ from any valuation estimates set out in the Statement.

3-4 Redemption of the Assets shall be subject to the terms of this Agreement and proceeds of redemption will be paid in accordance with Paragraph 2-9 (Redemption of Assets). The Customer acknowledges that its instructions to liquidate or return Assets are in all circumstances subject to the terms of the Assets (including notice periods, and terms of the underlying manager, dealer, broker or administrator of any such Assets), and to the applicable laws and regulations. Accordingly, there may be a delay in the payment of liquidation proceeds or delivery of the Assets (as applicable) to the Customer.

4-1 The Customer hereby acknowledges that the Services and Ancillary Services may be delivered and performed by the Bank or the Bank may appoint Agents to deliver and perform the Ancillary Services. The Customer hereby authorizes the Bank to appoint such Agents as the Bank may deem fit to deliver and perform the Services and Ancillary Services. The Customer also acknowledges that such Agents are obliged, pursuant to applicable foreign laws and regulations, to identify the owner of investments before entering into a business relationship.

4-2 The Customer hereby authorizes the Bank to provide, upon request, the relevant information required by applicable foreign laws and regulations to the Agent relating to the Customer and beneficial owner thereof, and undertakes to otherwise comply with the terms of paragraph 2-4 (Compliance and Anti Money Laundering).
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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 for subscription, 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. It is agreed that the Bank will arrange to establish and maintain such accounts with such Agents necessary to hold and carry 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.

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 Investments and particularly the performance of the Assets credited to the Customer’s Cash Sum or other Assets applied to an Investment will be equal to, or exceed, any other portfolio or investment in which the Bank or its Agents have invested, or will invest, from time to time, or may lose its entire value. The sole risk and liability for all decisions relating to an Investment made on the Customer’s behalf pursuant to the terms hereof 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 investor the Assets for and on behalf of the Customer. It is imperative that the Customer be sufficiently familiar such instruments and that is prepared to risk loses all of its capital invested in any such instrument.

5-2 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 made on the Customer’s behalf pursuant to the terms of this Agreement. The past performance or simulated performance of Assets indication or guarantee of future performance. Fluctuations in the value of the Assets, will affect the value of the Portfolio Account; this value may rise and may fall over time and the Bank gives no guarantee on the performance or value of assets.

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

5-4 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 Profile or otherwise. No results are guaranteed; the Customer’s capital invested may diminish in value over time, or may lose its entire value. The sole risk and liability for all decisions relating to an Investment made on behalf of the Customer pursuant to the terms hereof lies with the Customer;

5-5 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 investor the Assets for and on behalf of the Customer. It is imperative that the Customer be sufficiently familiar such instruments and that is prepared to risk loses all of its capital invested in any such instrument.

5-6 Risk, Liability & Indemnity

The bank gives no assurance or guarantee that the performance of the Investments and particularly the performance of the Assets credited to the Customer’s Cash Sum or other Assets applied to an Investment will be equal to, or exceed, any other portfolio or investment in which the Bank or its Agents have invested, or will invest, from time to time, or may lose its entire value. The sole risk and liability for all decisions relating to an Investment made on the Customer’s behalf pursuant to the terms hereof lies with the Customer;

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. It is agreed that the Bank will arrange to establish and maintain such accounts with such Agents necessary to hold and carry 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.

Investments 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 for subscription, buy or sell any Asset or otherwise to make an Investment on its behalf;

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. It is agreed that the Bank will arrange to establish and maintain such accounts with such Agents necessary to hold and carry 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.

Risk Disclosure

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

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 for subscription, buy or sell any Asset or otherwise to make an Investment on its behalf;

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. It is agreed that the Bank will arrange to establish and maintain such accounts with such Agents necessary to hold and carry 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.
Dealing in non-traditional funds, which includes hedge funds, private equity funds and other funds with special market type or operational risk, 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 investors that 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 permitted to 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.

Investments in particular Assets may include Investments with Paragraph 2-4 )Compliance and Anti-Money Laundering). In particular Assets may include Investments your customer” requirements, including in accordance with Paragraph 2-4 (Compliance and Anti-Money Laundering).

In some Investments, liquidity may be suspended and there may be delays in realizing proceeds.

The Customer irrevocably undertakes to completely 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.

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 to the Customer by the Bank or its Agents pursuant to the terms of this Agreement, unless proven to the satisfaction of a competent jurisdiction to be as a result of fraud, willful misconduct or gross negligence of the Bank. The Customer irrevocably undertakes not to hold the Bank responsible for any indirect, consequential, incidental, opportunity losses, or any special losses, resulting from the provision of the Services or Ancillary Service 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, including in accordance with Paragraph 2-4 (Compliance and Anti-Money Laundering).

The Customer irrevocably undertakes to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully 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fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully undertake to fully 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In respect of any Investment made on behalf of the Customer, the Customer understands that the Bank shall not be liable if:
(i) Failure by the Bank to perform or process any investment transaction as a result of the loss or destruction of data, the destruction, 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 exceed any of the following:
(a) Any tax implications on the Customer in respect of an Investment;
(b) 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);
(c) Failure by the Bank to pay or credit any sums due to the Customer);
(d) Any default in payment of the Service Charges paid by the Customer for one year prior to the provision of such Services or Ancillary Services (as applicable).
(e) Any default in payment of the Service Charges paid by the Customer for one year prior to 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 the Customer in accordance with the terms of this Agreement, and
(ii) if the Bank’s liability shall not exceed:

- (a) The Customer irrevocably undertakes to indemnify the Bank and its Affiliates under this Agreement.
- (b) The exercise or non-exercise by the Bank of the rights, entitlements or powers, discretions, entitlements or otherwise pursuant to this or any process relevant to the Services or Ancillary Services.
- (c) The exercise or non-exercise by the Bank of the rights, entitlements or powers, discretions, entitlements or otherwise pursuant to this or any process relevant to the Services or Ancillary Services.
- (d) The exercise or non-exercise by the Bank of the rights, entitlements or powers, discretions, entitlements or otherwise pursuant to this or any process relevant to the Services or Ancillary Services.

Investment Services Agreement - Private Banking

Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.

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The Customer hereby irrevocably indemnifies the Bank, its Affiliates and their respective directors, employees, agents and representatives from any claims, losses, demands, losses, damages and expenses, threatened, suffered, sustained or incurred by 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 acknowledges 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 act, 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 therefrom. 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.

- Tضارب المصالح

6-1 من المفهوم أن البنك يجعل دون الزوج المسبق للعمل من بيعي أو / أو ي กรم من معاملات استثمارية أو تفعيل حداد أو الأدوات المالية في لأملا يكون لها شكل مباشر أو غير مباشر مصلحة أو مركز جوهري أو أي علاقة من أي نوع مع آخر.

6-2 مثبط عند البنك البنك على أن البنك لا يسري على التفاب من أي نوع أو عقلية أو ملء الصداقة عليه أو استئصالها الإرادة. سيقوم البنك بتأمين حقوق ضمن عقود معاملات عامة للعمل من يعقّب على ثقل تلك الأحكام بالقانون والشرع.

6-3 قد ينشأ تضارب المصالح في توزيع فرص الاستثمار بين الخدمات التي يجرع البنك بها. يجب أن يكون البنك سوف يسعى في أحسن حالاته والخدمات التي يوصي بها البنك بشكل متساوٍ و متناسب وتواكب مع أفضل مصالح طيبة العملاء المشتركة.

- عدم الخضوع

7-1 يمكن تقييد الخدمات والخدمات المتعلقة بالعمل منها يتم تقييمها على أساس خدمات الاستماعية. يدرك البنك ويؤكد أن يكون على سبيل المثال مثبطات استثمارية في الأجل الذي يمكن أن يوفر خدمات الاستماعية لمصلحة العملاء المشتركة. يدرك أن الخدمات المقدمة من العميل في هذه الحالة من مصالح أخرى.

7-2 يدرك البنك ويؤكد أن يؤدي بناءً على الخدمات المقدمة، لإمكانيّة العملاء المشتركين، أن يكون البنك قد تكفلت في الطريقة المناسبة للعملاء المشتركين.

7-3 لا يتأثر أي عمل أو أو خدماته، خاصة أو حالات الفهر.

- الضمانات والتصريحات

8-1 يمكن تقييم الخدمات والخدمات المتعلقة بالعمل منها من تقييمها على أساس خدمات الاستماعية. يجري بنك ويؤكد أن يكون على سبيل المثال مثبطات استثمارية في الأجل الذي يمكن أن يوفر خدمات الاستماعية لمصلحة العملاء المشتركة.

8-2 يجري بنك ويؤكد أن يكون على سبيل المثال مثبطات استثمارية في الأجل الذي يمكن أن يوفر خدمات الاستماعية لمصلحة العملاء المشتركة.

8-3 يجري بنك ويؤكد أن يكون على سبيل المثال مثبطات استثمارية في الأجل الذي يمكن أن يوفر خدمات الاستماعية لمصلحة العملاء المشتركة.

8-4 يجري بنك ويؤكد أن يكون على سبيل المثال مثبطات استثمارية في الأجل الذي يمكن أن يوفر خدمات الاستماعية لمصلحة العملاء المشتركة.
The Customer enjoys no immunity from suit or judicial proceedings, attachment of its assets or execution of judgment under the laws of its jurisdiction of incorporation or residence (as applicable) or elsewhere.

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.

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.

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.

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 inform the Bank of any change to the above information.

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.

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.

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 of the representative(s) of the Customer or the powers of such representative(s).

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.

The representative(s) of the Customer or the powers of such representative(s) may be changed at any time by the Customer unless the Bank is duly notified of any change.

The Customer undertakes to promptly inform the Bank in case of any change to any of the information provided by the Customer in relation to the Portfolio Account. The Customer undertakes to inform the Bank from time to time of any factual changes to this information.

The Customer has been provided with, and has read and understood, all information provided by the Customer in relation to the Portfolio Account.

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.

The representative(s) of the Customer or the powers of such representative(s) may be changed at any time by the Customer unless the Bank is duly notified of any change.

The representative(s) of the Customer or the powers of such representative(s) may be changed at any time by the Customer unless the Bank is duly notified of any change.

The Customer undertakes to promptly inform the Bank in case of any change to any of the information provided by the Customer in relation to the Portfolio Account. The Customer undertakes to inform the Bank from time to time of any factual changes to this information.

The Customer has been provided with, and has read and understood, all information provided by the Customer in relation to the Portfolio Account.
9 - FEES AND CHARGES

9-1 In consideration for the Services and Ancillary Services, Service Charges in accordance with the Schedule of Fees and Charges, any applicable Tax and any applicable Agent Fees shall be payable by the Customer to the Bank.

9-2 The Customer hereby authorizes the Bank to conduct 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.

9-3 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).

9-4 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.

9-5 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.

9-6 Fees and other charges described in this paragraph may be subject to change at any time without requirement for notice to the Customer.

10 - SET OFF

10-1 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 or 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.

10-2 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 and/or any monies owned by the Customer in whatsoever currency or form and whether in current, call, savings or deposit accounts which the Customer hereby authorizes the Bank to conduct foreign exchange transactions or any other activities incidental to carry out the Services or Ancillary Services.

An asterisk indicates that this is a periodic charge that is based upon an initial set amount and is subject to periodic adjustment. Any change in the initial set amount or periodic adjustment shall be announced at least 30 days prior to the change.

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.

11-1 The Customer irrevocably undertakes to ensure that the Customer irrevocably undertakes to ensure 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 or 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.

11-2 The Customer hereby authorizes the Bank to conduct 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.

11-3 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).

11-4 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.

11-5 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.

11-6 Fees and other charges described in this paragraph may be subject to change at any time without requirement for notice to the Customer.

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Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.
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:

1. 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 provided the original shall be delivered to the recipient thereafter with a "pre-faxed notification" to avoid duplication;

2. If by post, upon receipt of delivery notification; and

3. 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

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.

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.
11-4 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.

11-5 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.

11-6 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.

11-7 The Bank will not act upon any instruction which it reasonably believes to be unfounded 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 and act upon any Communication received from the Customer in accordance with this paragraph 11 which shall be deemed to be valid and binding upon the Customer.

11-8 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 the Bank, its Affiliates and their respective directors, employees, agents and representatives in respect of any such Communication.

11-9 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.

12.20 Ver 4
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.

12.4 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.

12.6 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.

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12.11 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.
13 - GENERAL

13-1 The Customer hereby authorises the Bank to make any enquiries or from any persons or firm, it may deem necessary in connection with this application. If 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 a 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.

13-2 The Customer hereby acknowledges that the Bank may, without any notice to the Customer, assign all its rights and obligations under this Agreement to any third party or to any Affiliate. The Customer shall not assign any of its rights and obligations under this Agreement without obtaining a prior written consent of the Bank.

13-3 If the Customer is more than one person:

(i) The obligations of the Customer under this Agreement shall be joint and several obligations of each person 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 for the purposes of this Agreement deemed to be given to all.

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 resign 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 Customer's confidentiality obligations set out in this Agreement shall not apply provided that the Customer can demonstrate to the satisfaction of the Bank that the Confidential Information:

(i) Was already known to the Customer on a non-confidential basis prior to its disclosure by the Bank;

(ii) Was, at the time of its disclosure by the Bank, public knowledge or subsequently becomes public knowledge (other than by reason of any unauthorized disclosure by the Customer or its authorised representatives); or

(iii) Was or becomes available to the Customer from a third party whose direct or indirect source was not the Bank and who is entitled to disclose it.

The Customer hereby acknowledges that the Bank may, for all purposes hereunder, be and shall be deemed to be an independent contractor and not an employee of the Customer. 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. 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.

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13-14 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 resign the Services.

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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.

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### Investment Risk Profile

**Reporting currency:**

**PART I: RISK SCORING**

<table>
<thead>
<tr>
<th>Points</th>
<th>R1: For how many years have you invested in investment products other than bank savings/deposit accounts?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Never, new to investing</td>
</tr>
<tr>
<td>5</td>
<td>Last one year only</td>
</tr>
<tr>
<td>10</td>
<td>2-5 years</td>
</tr>
<tr>
<td>15</td>
<td>5-10 years</td>
</tr>
<tr>
<td>20</td>
<td>10+ years</td>
</tr>
</tbody>
</table>

**Points**

<table>
<thead>
<tr>
<th>Points</th>
<th>R2: $10m 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?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>End value between $9.3m and $11.4m</td>
</tr>
<tr>
<td>5</td>
<td>End value between $8.9m and $12.1m</td>
</tr>
<tr>
<td>10</td>
<td>End value between $8.0m and $13.2m</td>
</tr>
<tr>
<td>15</td>
<td>End value between $6.7m and $14.4m</td>
</tr>
<tr>
<td>20</td>
<td>End value between $5.4m and $15.6m</td>
</tr>
</tbody>
</table>

**Points**

<table>
<thead>
<tr>
<th>Points</th>
<th>R3: What do you consider to be the length of your investment time horizon?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>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>

**Points**

<table>
<thead>
<tr>
<th>Points</th>
<th>R4: What levels of financial loss could you tolerate over the short term? (1 year)</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>

**Points**

<table>
<thead>
<tr>
<th>Points</th>
<th>R5: How would you react if return on your investment were negative or below your expectations?</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>
</tbody>
</table>

### Summary

1. **Emirates NBD Bank (P.J.S.C.) is licensed by the Central Bank of the UAE.**
2. **Investment Services Agreement - Private Banking**

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**Investment Services Agreement - Private Banking**

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**12.20 Ver 4**
<table>
<thead>
<tr>
<th>Points</th>
<th>R6: How would you generally categorise your investment risk outlook?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>I do not want to risk my capital or have any negative returns</td>
</tr>
<tr>
<td>5</td>
<td>I do not want to risk my capital but am willing to accept fluctuations on my returns</td>
</tr>
<tr>
<td>10</td>
<td>I can accept some risk on my capital and fluctuations on my returns</td>
</tr>
<tr>
<td>15</td>
<td>I can accept reasonable levels of risk on my capital as well as my returns</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</td>
</tr>
<tr>
<td>5</td>
<td>High School Diploma/Equivalent</td>
</tr>
<tr>
<td>10</td>
<td>College Graduate or Higher</td>
</tr>
<tr>
<td>15</td>
<td>Qualification related to the financial markets</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</td>
</tr>
<tr>
<td>5</td>
<td>Yes</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</td>
</tr>
<tr>
<td>5</td>
<td>0%-25%</td>
</tr>
<tr>
<td>15</td>
<td>25%-50%</td>
</tr>
<tr>
<td>20</td>
<td>50%-75%</td>
</tr>
<tr>
<td>25</td>
<td>75%-100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>L2: How would you describe the financial cushion you have available at ALL your banks in order to meet unexpected needs or emergencies?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>More than adequate. I have plenty of cash in readily accessible assets – savings accounts/money market funds</td>
</tr>
<tr>
<td>5</td>
<td>Adequate. I have a reasonable amount available, so I should have most eventualities covered</td>
</tr>
<tr>
<td>10</td>
<td>Borderline. I have a modest amount of cash readily available, but I may need to dip into my investments in an emergency</td>
</tr>
<tr>
<td>15</td>
<td>Inadequate. My reserves are insufficient at the present time should unexpected needs arise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>L3: 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, I will take it back at the end as it grows</td>
</tr>
<tr>
<td>8</td>
<td>I will take it if it is generated</td>
</tr>
<tr>
<td>16</td>
<td>A moderate amount</td>
</tr>
<tr>
<td>25</td>
<td>Maximum possible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>L4 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%</td>
</tr>
<tr>
<td>8</td>
<td>From 25-50%</td>
</tr>
<tr>
<td>16</td>
<td>More than 50%-75%</td>
</tr>
<tr>
<td>25</td>
<td>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>Size of Risk Tolerance</th>
<th>Description</th>
<th>Portfolio Asset Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ultra Cautious</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>Cautious</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>Moderate</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>Adventurous</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: RISK AND LIQUIDITY SCORING RESULTS**

The chart below shows the risk appetite and liquidity needs based on the investor's profile.

<table>
<thead>
<tr>
<th>Risk Appetite</th>
<th>Liquidity Needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = Ultra-Cautious investor</td>
<td>1 = Mostly Liquid</td>
</tr>
<tr>
<td>2 = Cautious investor</td>
<td>2 = Mostly Liquid</td>
</tr>
<tr>
<td>3 = Moderate investor</td>
<td>3 = Balanced</td>
</tr>
<tr>
<td>4 = Adventurous investor</td>
<td>4 = Mostly Illiquid</td>
</tr>
</tbody>
</table>

The overall risk profile of each investor is calculated based on their risk appetite and liquidity needs.

<table>
<thead>
<tr>
<th>Overall Risk Profile</th>
<th>Description</th>
<th>Portfolio Asset Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ultra Cautious</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>Cautious</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>
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</table>
### Investment Priorities

<table>
<thead>
<tr>
<th>Income</th>
<th>Income and Growth</th>
<th>Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>what percentage of your estimated net worth will this portfolio represent?</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

| Geographic Allocation | | |
|-----------------------|-----------------|
| Global | | |
| Developed Markets | | |
| Emerging Markets | | |
| MENA Only | | |
| Others (Please Specify) | | |

### What is your investment preference?

- Conventional only investments
- Shari'a compliant investments only
- Both conventional and Shari'a compliant investments

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### What is your investment preference?
PART V QUALIFIED INVESTOR

Applicable for Individual Clients Only
Meets the criteria if, Q1 = "D" AND Q2 = "B" / OR Q3 = "A"

Q1: What is the value of your net equity with exception of Main House?

A. Less than 1 Million AED
B. From 1-2 Million AED
C. From 3-4 Million AED
D. More than 4 Million AED

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

Applicable only for Company Accounts
Entity clients - Meets the criteria if any of the 2 response is Q4 = D, Q5 = D, Q6 = D

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

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

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. More than 7 Million AED

PART VI   SUITABILITY & APPROPRIATENESS

S1:

<table>
<thead>
<tr>
<th>الوصف Description</th>
<th>الخبرة (بالسنوات) Experience ( in years)</th>
<th>المعرفة Knowledge</th>
<th>هل ترغب في تلقي معلومات دورية حول منتجاتكم؟ Interested to Receive periodical / updates / research</th>
</tr>
</thead>
<tbody>
<tr>
<td>المنتجات المركبة Complex Products</td>
<td>1-0</td>
<td>Limited</td>
<td>Yes</td>
</tr>
<tr>
<td>الأوراق النقدية الممولة Exchange Traded Notes</td>
<td>0-1</td>
<td>Moderate</td>
<td>No</td>
</tr>
<tr>
<td>ضمانات Warrants</td>
<td>1-3</td>
<td>Extensive</td>
<td></td>
</tr>
</tbody>
</table>

1.20 Ver 4
<table>
<thead>
<tr>
<th>Investment Services Agreement - Private Banking</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-Complex Products</strong></td>
</tr>
<tr>
<td><strong>المنتجات غير المركبة</strong></td>
</tr>
<tr>
<td><strong>Non-Capital Guaranteed Structured Products</strong></td>
</tr>
<tr>
<td><strong>صناديق الاستثمار العقارية</strong></td>
</tr>
<tr>
<td><strong>REITs</strong></td>
</tr>
<tr>
<td><strong>أذون الخزانة</strong></td>
</tr>
<tr>
<td><strong>Treasury Bill</strong></td>
</tr>
<tr>
<td><strong>صناديق حصص الاستثمار</strong></td>
</tr>
<tr>
<td><strong>Unit Trusts</strong></td>
</tr>
<tr>
<td><strong>المنتجات المهيكلة غير المضمونة برأسمال ( أقل من 90%)</strong></td>
</tr>
<tr>
<td><strong>Structured Products (≤ 90%)</strong></td>
</tr>
</tbody>
</table>

| **صناديق الاستثمار**                           |
| **Mutual funds**                                |
| **CoCo Bonds**                                  |
| **Margin trading**                              |
| **Derivatives**                                 |
| **ETF/ETC (Leveraged & Synthetic)**             |

<table>
<thead>
<tr>
<th><strong>قيمة</strong></th>
<th><strong>أقل من 0-1</strong></th>
<th><strong>1-3 أخر من 3 over 3 years</strong></th>
<th><strong>ححدود محدودة Limited</strong></th>
<th><strong>متوسطة معتدلة Moderate</strong></th>
<th><strong>موسع Extensive</strong></th>
<th><strong>نعم Yes</strong></th>
<th><strong>لا No</strong></th>
</tr>
</thead>
</table>

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

*الدخل الثابت: السندات القابلة للتحويل، سندات اليورو ذات السعر الثابت، السندات ذات السعر الثابت، السندات ذات السعر العالم، السندات الدائمة، صكوك ذات السعر الثابت، صكوك ذات السعر العالم، والصكوك الخالية.*
<table>
<thead>
<tr>
<th>Products</th>
<th>Approximate Value (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equities</td>
<td></td>
</tr>
<tr>
<td>Fixed Income</td>
<td></td>
</tr>
<tr>
<td>Funds</td>
<td></td>
</tr>
<tr>
<td>ETFs</td>
<td></td>
</tr>
<tr>
<td>Structured Funds</td>
<td></td>
</tr>
<tr>
<td>Derivatives</td>
<td></td>
</tr>
</tbody>
</table>

**S2: High level estimates of investments in the below products**

**S3: Details of qualification related to financial markets (if any)**

**S4: Details of your current and previous professions/businesses**

<table>
<thead>
<tr>
<th>Profession/business</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td></td>
</tr>
<tr>
<td>Previous</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.*

**Are Complex Products suitable for the client?**

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes (Please provide Self-Declaration)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes (However, I do not wish to be treated as one)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I herewith confirm that:

A) I have filled in the 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.

أؤكد بموجب ذلك على:

ا) قمت بتعبئة وضع المخاطر بحسب ظروفي وأغراضي الشخصية والمالية الحالية.
ب) أوافق على أسلوبي تجاه المخاطر والاستثمارات على ضوء تقييمي.
ت) تم شرح طبيعة المخاطر لي بشكل شامل.
ث) أُقر بالمخاطر ذات الصلة.
غ) أؤكد وأفهم أنها مسؤوليةي تزويد البنك بمعلومات محدثة ودقيقة وصحيحة.
ف) أؤكد وأفهم أنها مسؤوليتها إبقاء البنك على علم بخصوص أي تغييرات على المعلومات أعلاه خلال وقت مناسب.
Computed Portfolio Profile, as per Risk and Liquidity Scoring (Part IV)
Self-Assessment (Part III)
Final Portfolio Profile

By signing below, I/we hereby abide with Engagement Letter and Terms and Conditions and Final Portfolio Profile.

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 which will be deemed an original.

Signed for and behalf of the customer

<table>
<thead>
<tr>
<th>رقم الحساب الأساسي</th>
<th>الاسم</th>
<th>التوقيع</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIF</td>
<td>Name</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Primary Applicant
Joint Applicant 1
Joint Applicant 2
Joint Applicant 3

Private Banker Name ________________________________  
Private Banker signature ________________________________
Investment Advisor Name ________________________________  
Investment Advisor signature ________________________________