



TRADING ACCOUNT OPENING AGREEMENT

(Parties details)

On this day _____ corresponding to ____/____/20____, this Agreement is made by and between:

First Party: FAB Securities LLC (Herein after referred to as the “Company”)

Company’s License No. with the SCA: 604002, Date of License: 26/08/2002
 Its address: Emirate: Abu Dhabi, City: Abu Dhabi, P.O. Box No.: 28400 Tel: +97126161600.
 Represented by: _____ in his capacity as: _____

Second Party: (Herein after referred to as the “Customer”)

1. Customer Classification: Individual Corporate

Investor’s Number in:

ADX* _____ ADX Trading Account No.* _____
 DFM* _____ DFM Trading Account No.* _____
 Client ID No. in the Company* _____

2. Customer Details:

Individuals

Customer Full Name (as per Passport/ID card): _____
 Nationality: _____ Date of Birth: _____
 ID / Passport No.: _____ Date of Issue: _____ Date of Expiry: _____
 Family Book No. (UAE Nationals): _____ Domicile: _____
 Customer: Employee Retiree Businessman Jobless
 Employer: _____ JobTitle: _____

Correspondence Address:

Work Tel: _____ Mobile: _____
 Fax: _____ P.O. Box No.: _____ E-mail: _____
 Country: _____ City: _____ Emirate: _____

Dealing Capacity:

Personal Under Official POA Legal Guardian Custody/Guardianship

Name of the Guardian/Custodian/Attorney (as the case may be): _____
 ID/Passport No.: _____ Date of Issue: _____ Date of Expiry: _____
 POA or Guardianship No. Issuing Authority: _____ Mobile: _____
 Date of Issuance: _____ Date of Expiry: _____

Customer/Attorney Signature	Company Representative Signature
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Notes:

1. If the customer signed under a Power of Attorney or Guardianship, a copy thereof shall be attached after perusal of original.
2. Both parties shall sign beside any deletion, strike through or amendment to the above information.

*The Customer hereby agrees for these Numbers to be provided and filled in this Agreement by FAB Securities following the signing of the Agreement and completion of the account opening process.

Company Name: _____ Commercial License No.: _____

Licensing Authority: _____ License Expiry Date: _____

Name of the company legal representative of: _____ Mobile: _____

Passport No.: _____ Date of Expiry: _____

Name of the company authorised to trade representative of: _____ Mobile: _____

Passport No.: _____ Date of Expiry: _____

Correspondence Address:

Headquarter Address:

District: _____ Street: _____ Bldg. No.: _____

Phone: _____ Fax: _____ Box No.: _____

E-mail: _____

General Information – Corporate:

Company Type: Public Joint Stock Company Private Joint Stock Company Limited Liability Company
 Partnership Limited Partnership Foreign Company Foreign Company Branch

Business Activity Type: _____ Paid-up Capital: _____

Annual Turnover: _____

Determination of the Customer's relationship with one of the following entities:

(Public/Private) Joint Stock Company Brokerage Company licensed by the SCA
 Abu Dhabi Securities Exchange Dubai Financial Market Others related to financial markets (_____)

1. Is the Customer, or any member of its Board of Directors in case of a corporate entity, a chairman or board member or general manager or executive director or an employee with wide access in any of the entities listed in the licensed financial markets of the UAE or a relative to any of the aforementioned persons up to the second degree of kinship? Yes No

If yes, please specify name of the company _____ Position/Job Title: _____

Kinship: _____ Relative person's name: _____

2. Is the customer/company/any member of the Board of Directors or a spouse, ancestor or descendant of any of them, till the second degree, or their minor children a chairman, board member, management staff or employee in one of the brokerage companies licensed by the Authority? Yes No

If yes, please specify name of the company _____ Position/Job Title: _____

Kinship: _____ Relative person's name: _____

3. I undertake to officially notify the Company of any change in my case / relationship with any of the entities licensed by SCA or listed in the financial markets operating in the UAE within one week of the date of this change at the latest.

FAB Securities shall not be responsible for any damages or fines that may be incurred due to lack of its notification of such change within the specified period of time and I shall be personally responsible for payment of all fines and charges.

4. For companies - Is there a business partnership between you and one of the members of the Board of Directors or any of their relatives? Yes No

If yes, please specify: _____

<p>Customer/Attorney Signature</p>	<p>Company Representative Signature</p>
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Annual income (in AED):

Less than 500,000 500,000 – 3,000,000 3,000,000–10,000,000 Above 10,000,000

Source of income:

Savings Salary Inheritance Investments Others_____

Your bank name:

Details of the bank account to which the cash dividends of my shares will be transferred, including all following data:

Customer Name: _____

Bank/Branch Name: _____ Country: _____

Account No.: _____ IBAN No.: _____

I, _____, hereby acknowledge that all of the above details of my bank account are true, and I undertake to update them upon occurrence of any change thereto.

Investment Amount: _____

Do you have any financial liabilities or loans:

Yes No

If yes, please provide details: _____

Do you have any other account with any other brokerage company:

Yes No

If yes, please provide details: _____

Investment Experience:

Nil Less than 1 year 1 –3 years More than 3 years

Preferred investment instruments:

Shares Bonds Other investment products

Risk Tolerance: Low Medium High

Investment Strategy: Long Term Short Term Daily Trading

Trading in accordance with Islamic Sharia? Yes No

Do you own more than 5% of any joint stock company? Yes No

If yes, please specify the state and activity: _____

Do you have any commercial activity with any of the states that are subject to international sanctions?

Yes No

If yes, please specify the state and activity: _____

Means of notification⁽¹⁾:

Method of instruction: Personal Presence Registered Mail E-mail Fax Recorded Tel

Way approved to receive correspondences and confirmation: Post E-mail Fax Registered Tel By Hand

Customer/Attorney Signature	Company Representative Signature

1. Note: These means are included, by way of example without limitation, you can choose one of them or more, and the parties may agree to use other means, as long as its occurrence can be proven.

Corporate
Trading Account Opening Agreement duly signed and sealed by the parties
Attested Memorandum of Association and Articles of Incorporation
Board of Directors, directors or shareholders' resolution to open a trading account with FAB Securities
List of the Board of Directors' members
Registration certificate/Commercial license
List of the authorised signatories
Board of Directors, directors or shareholders' resolution including names of the persons who will be authorised to sign and trade in securities in the name and on behalf of the Company (purchase orders and local and international sale and transfer of shares)
List of the names of persons who should receive confirmations of the end of trading day, traders, and any contact point you want to specify
An authorisation letter to obtain an investor number and trade on behalf of the organisation addressed to FAB Securities and both Abu Dhabi Securities Exchange and Dubai Financial Market (an authorisation letter will not be required if the company has an investor number)
Copies of the valid passports and ID cards of all members of the Board of Directors and authorised signatories to open accounts and trade on behalf of the company
The Company's seal (stamp) should appear on all documents relating thereto
Letter of the International Bank Account Number (IBAN), to transfer the cash dividend
Latest Audited Financial Statements or Annual Report
For Non-UAE companies: Documents must be attested by the UAE embassy and Ministry of Foreign Affairs in the country of establishment/ incorporation of the company

Individuals
A valid passport
Family Book (For UAE nationals)
Emirates ID card/ National ID Card for non UAE residents
Letter of the International Bank Account Number (IBAN), to transfer the cash dividend
Non-UAE Nationals
A valid passport
Emirates ID card / National ID Card for non UAE residents
Letter of the International Bank Account Number (IBAN), to transfer the cash dividend
Documents of Guardian/ Attorney, if any.
Power of Attorney/Custody decision enclosed with court order for (guardian/minor children's guardian) to trade in securities on behalf of the minor child
Passport of the Guardian/Attorney
Emirates ID card / National ID Card for non UAE residents of the Guardian/Attorney
Salaried Customer
Salary Certificate
6 months bank statement showing the salary
Self Employed Customer
Company Trade License
Company's latest bank statements for the past 6 months

Debit and Credit Authorisation

I, the undersigned hereby authorise FAB Securities to debit from and credit to my below mentioned account at First Abu Dhabi Bank PJSC (“FAB”), the amounts resulting from any transaction made through any of the licensed methods of the Company, including any deductions/ commissions resulting of these amounts.

Customer Name: _____

Guardian/Attorney Name: _____

Customer Account No. with FAB: _____

Signature (Signature specimen registered with the bank)

The customer shall be required to sign beside any modification made above this line, otherwise letter of authorisation will not be accepted.

Trading Account No. with Abu Dhabi Securities Exchange _____

Trading Account No. with Dubai Financial Market/ NASDAQ Dubai _____

For use of Bank Staff only

Verification of signature of the authorised employee _____

For use of customer service agents of FAB Securities only

Staff Name: _____ Stamp & Signature: _____

Client ID Number: _____

Notes: _____

For use of operations staff of FAB Securities only

Client ID Number: _____

Signature (entry to the system): _____ Signature (authorisation in the system): _____

Notes: _____

Customer Personal Details

Customer Name: _____

Client ID No.: _____

Mobile: _____ E-mail: _____

If you are a new user, please write three different usernames of your own choice (in English)

1 _____ 2 _____ 3 _____

Please specify the type of online services that you want to subscribe:

- Online Trading Trading via Smart Phone (FAB's Trade)

I acknowledge that the above information is true and accurate, and I agree to abide by the service terms and conditions of FAB Securities for online trading services set forth on the overleaf of this application, which I have read and understood.

Signature

Date

For customer service use only	
Verified by	Approved by

Please read the following terms and conditions for using the FAB Securities online trading website and trading via FAB Securities Application for smart phones (“FAB Securities Online Trading”). These terms and conditions are supplementary to the terms and conditions set forth in the Securities Trading Account Opening Agreement entered into between the Customer and the Company (the “Agreement”). The words defined in the Agreement once used herein shall have the same meaning described thereto in the Agreement.

All these terms and conditions shall bind each customer willing to trade through the FAB Securities online trading.

1. Security

- 1-1 FAB Securities will provide the Customer with a username and password, together referred to as “Access Code”, by SMS or e-mail to be used to access its user account with FAB Securities Online Trading.
- 1-2 The Customer is fully responsible for maintaining and safekeeping username and password, keeping them confidential and not disclosing them to any person. FAB Securities Online Trading users are required to set a new password on their first entry to the FAB Securities Online Trading and to use the set password and One Time Password (“OTP”) in each subsequent trading transaction to be performed through FAB Securities Online Trading.
- 1-3 In the event of forgetting the password to enter the FAB Securities Online Trading or of entering an incorrect password four consecutive times, the user account will be blocked and the Customer will be required to contact the Customer Service Department.
- 1-4 In the case of losing the mobile phone, please contact the Customer Service Department.

2. Trading through FAB Securities Online Trading

- 2-1 The Customer is solely responsible for placing any “sell” or “buy” orders online through FAB Securities Online Trading without any responsibility on the part of the Company in this regard.
- 2-2 The Access Code is the Customer’s identification and authentication. The Customer is individually responsible for any trade executed through FAB Securities Online Trading, and all orders executed are binding on the Customer as long as the Customer’s Access Code is used.
- 2-3 Modification of order sent on FAB Securities Online Trading must be completed prior to their execution by the Market and/ or in the preopening time limit set by the Market.
- 2-4 All trading orders executed through FAB Securities Online Trading will be processed without any further reference from FAB.
- 2-5 All trading orders entered prior to a trading session cannot be changed/cancelled or modified from 9:52 AM till 10:00 AM.

3. Commission and Fees

- 3-1 The commissions and fees prescribed by the Market will be paid to the Company for every transaction executed through FAB Securities Online Trading.
- 3-2 Any and all commission and fees are exclusive of Value Added Tax (VAT). VAT shall be charged to the Client as applicable.

4. Liability

- 4-1 The Company will not be liable for any disruption to FAB Securities Online Trading, or for delays or any technical errors that may occur to the internet line, or to non-execution of purchase orders due to insufficient funds in the Customer’s account.
- 4-2 The Company will not be a party to any dispute arising between the Customer and the Market.

5. General

- 5-1 The Company shall have the right without prior notice to stop the Customer from trading through FAB Securities Online Trading, if found in violation of or in non-compliance with any of the above terms and conditions or the terms and conditions of SCA or of the Financial Markets.

Signature: _____ Date: _____

Preamble:

The Company is licensed by the Securities and Commodities Authority “SCA” to carry on activity of securities brokerage.

The Customer wants to trade in securities through the Company in the UAE’s financial markets licensed by the SCA according to orders and instructions issued by the Customer at its absolute discretion and in accordance with the terms and conditions of this Agreement. Now therefore, the parties have acknowledged that they have the legal capacity to enter into this Agreement and agreed on the following:

Article (1)

The above preamble, annexes and documents enclosed herewith shall be considered an integral part of this Agreement.

Article (2): Definitions

Authority:	Securities and Commodities Authority of the UAE.
Law:	Federal Law No. (4) of 2000 Concerning the Emirates Securities & Commodities Authority and Market, as amended.
Regulations:	Brokers regulations issued under the SCA`s Board Decision No. (1) of 2000 concerning the regulations as to Brokers, as amended.
Market:	Any stock exchange market licensed by the Authority, and through which the sale and purchase transactions of securities are executed.
Securities:	The shares, bonds, and debentures issued by joint stocks companies as well as the bonds and debentures issued by the Federal Government, Local Governments, Public Authorities and Corporations in the UAE, and any other local or foreign financial instruments approved by the Authority.
Investor Number:	The special identification number given to the Customer by the Market.
Trading Account:	The Customer’s trading account held with the Company and through which securities are traded.
Trading:	The sale and purchase transactions performed on Securities in the Market.
Online Trading System:	The Company’s website and/ or smartphones application.

Article (3): Risk declaration

Trading in Securities involves several risks, which may cause the Customer to lose its invested capital or part there of as the rates of Securities are not only subject to increase but also to decrease at a major rate which may cause the Customer to suffer losses due to such changes in the prices. Further more, the Securities liquidation operation through sale may become difficult due to decrease of the demand thereon, in addition to many other risks the Customer may be exposed to.

Customer/Attorney Signature	Company Representative Signature
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Article (4): The Company's rights

The Company shall be entitled under this Agreement to:

1. Receive the monetary consideration for the purchase transactions before executing any purchase orders and at the latest before the settlement date.
2. Get the commission prescribed for execution of the trading transactions in accordance with the applicable regulations and resolutions.
3. Collecting fees agreed there upon forgiving the customer an other copy of the papers or documents, or for issuing new cheques instead of lost or expired cheques. However, with respect to the account statement and balance statements of the Customer's securities, these shall be provided to the Customer free of charge at all times.
4. Selling Securities that have been already purchased by the Company on behalf of and for account of the Customer if the Customer fails to make any due payments with respect to these Securities, and with in the limits that are sufficient to pay the company's dues, in accordance with the following:
 - A. Notifying the Customer, by registered mail with acknowledgment of receipt and through one of the Notification Means, that in the event of non-payment, the Securities will be sold within the same business day as of the date of receipt of the notice, provided that the notice includes the details of the executed purchase and the amounts due for purchase and payable fees and commissions.
 - B. Obtaining approval of the financial market before making the sale, after expiration of the period referred to in paragraph (a) of this clause.
 - C. In the event the sale proceeds are not sufficient to settle the amounts due to the Company; the Company reserves the right to claim the remaining amounts and compensation.

Article (5): The Company's Obligations

The Company shall commit under this Agreement to:

1. Exert the diligence of a prudent person in its dealings and comply with the provisions of law and regulations issued in implementation there of, and to always comply with the conditions and rules based on which the license was issued, and with the commercial customs, principles of honesty, justice and equality and to protect the Customer's interests and execute the Customer's orders issued to it in accordance with the order of their issuance.
2. Always act with honesty and integrity in serving the Customer's interest, and to refrain from any action which may prejudice the Customer or other brokers or the Market, such as providing a misleading or incorrect image of the Securities rates or their trade volume.
3. Separate its own accounts from those of the Customer according to the account separation rules and mechanism applicable to brokers issued by SCA.
4. Enter the sale and purchase orders in to the Trading System as soon as it receives such orders from the Customer, provided that this shall be carried out as per the order of receipt of such orders.
5. Add the proceeds of the Securities sell transactions to the Customer's account on the same date of settlement of the transaction according to the rules set out by the Market or according to the Agreement.
6. Immediately notify the Customer through one of the means of notification agreed upon in this Agreement, of the Trading transactions executed by it on the Customer's account, and the Customer, may within two business days of its notification, object to any such transactions by notifying the Company, through the same mean so fits objection to the transactions executed on the Customer's account.
7. Not execute any order received except for those received through the methods stipulated under the law or the means of notification agreed upon in this Agreement.
8. Not execute any sale transactions except after ensuring that the seller is the owner of the Securities.
9. Provide the Customer with a detailed quarterly statement, without prejudice to the Customer's right to request, at any time, a detailed statement of account or a statements howing the Customer's balance of their own Securities.
10. Not sub-contract the performance of this Agreement without obtaining the approval of the Customer.
11. Maintain confidentiality of all data related to the Customer and which was obtained pursuant to this Agreement, without prejudice to the Company's duty to disclose the said information according to the applicable laws and regulations.
12. Requesting the Market's approval for selling the Securities when the Customer does not settle its relevant liabilities during the period specified in clause (4/4) of this Agreement, by no later than the same business day as of expiry of the said period. The Company shall enter the sale order at the market price within the same business day as of the date of obtaining the market's approval on the sale.

Customer/Attorney Signature	Company Representative Signature
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Article (6): The Customer’s Rights

1. The Customer shall issue “sell” and “buy” orders to the Company and the Company may not execute any Trading transactions without an order from the Customer for this purpose, except in the events where the applicable laws and regulations permit such transactions according to the provisions of this Agreement.
2. The Customer may amend or cancel any “sell” or “buy” orders issued to the Company as long as such orders have not been processed in the Trading System and provided that the Company is able to cancel or amend the same.
3. The Customer shall be notified by any means of notification agreed upon in this Agreement of the transactions executed at on their account as soon as such transactions are executed. The Customer may also, within two business days from the date of notification object to any transaction by way of notifying the Company and providing sufficient explanation through the same means of any mistake or objection to the transactions executed on their account.

Article (7): The Customer’s Obligations

The Customer shall commit under this Agreement to:

1. Provide the Company with all information it requests to verify the Customer’s identity.
2. Settle the values of all Securities purchase transactions and the commissions plus any other fees and/ or expenses within the limits of the provisions of law, decisions or regulations issued in this respect and in accordance with the provisions of this Agreement. Moreover, the Customer shall agree that the Company may deduct such commissions, fees and/ or expenses from its account held with the Company without the need for any consent from the Customer.
3. Authorize the Company – under this Agreement – to disclose any information which may be requested by the Authority, the Markets or any entities entrusted with the implementation of the laws in the UAE in relation to the Customer and/or any of its dealings.
4. The Client hereby undertakes to abide by all the laws applicable in the UAE, in addition to the decisions and regulations issued by SCA and the Market. The Client shall be liable to pay the Company immediately for all fines and penalties imposed on the Company by SCA, ADX,DFM and Nasdaq Dubai as a direct or indirect result of the acts or omissions of the Client including, without limitation, for regulatory breaches.

Article (8): Dormant Accounts

In case of failure to execute any trading transactions or update data for more than three years equivalent to 36 (thirty-six months), according to SCA’s Law and the administrative resolutions No. (85) of 2015, the Customer’s trading account with the Company shall be classified as a dormant account and the customer may not carry out any transaction on the trading account, only after visiting the nearest branch including FAB branches and providing them with the required supporting documents and filling it a data update application.

Article (9): General Conditions

The Customer commits under this Agreement to the following:

1. The Customer acknowledges that all documents and information submitted by the Customer are legally valid and that the sources of the funds they are dealing with through the Company are all legitimate.
2. The Customer undertakes to inform the Company of any information or data which may change in the future.
3. The Customer acknowledges that they are perused all the provisions of this Agreement and that they are aware of the risk sassociated with the trading of Securities in the financial markets.

Customer/Attorney Signature	Company Representative Signature
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Article (10): Amendments and Additions

1. If either party hereto wishes throughout the validity period of this Agreement to execute any amendment or addition to the terms and conditions of this Agreement, such party shall send a written request to the other party indicating the details of the relevant amendment or addition, to the address specified in the particulars of the Parties attached hereto. Any amendment, variation or addition to this Agreement shall not be considered as valid except if agreed upon between both parties in writing and signed by them.
2. The parties hereto may not agree on any amendment to any provision of this Agreement in violation to the provisions of law, regulations and decisions issued pursuant there to.
3. FAB Securities hereby reserves the right to amend this Agreement unilaterally if and to the extent that such amendment(s) were required to comply with applicable laws and regulations, and FAB Securities shall notify the Customer of the same amendments.

Article (11): Termination of Agreement

This Agreement may be terminated in any of the following events:

1. If both Parties agree in writing to do so.
2. If one of the Parties desires to terminate this Agreement, provided that the party wishing to terminate sends a notice in writing to the other party at least (30) days prior to the intended date of termination and fulfillment of all rights and obligations arising upon execution of the Agreement.
3. FAB Securities shall terminate this Agreement immediately if the Customer is in material breach of any of its provisions or any breach of rules and regulations mandated by SCA or financial markets in UAE.

In all cases, termination of this Agreement shall not affect any rights and obligations arising prior to such termination, more particularly with respect to any fees or commissions due to the Company, and for such purpose the Agreement shall remain in full force and effect between the two parties until settlement of such rights and obligations.

Article (12): Agreement Interpretation and Dispute Settlement

This Agreement and all rights and obligations of the Parties resulting therefrom shall be construed in accordance with the laws and regulations in force in the United Arab Emirates. Any dispute arising between the parties here to shall be settled through amicable means. In case the parties do not reach an amicable solution within (7) days, such dispute shall be settled by the competent courts in the UAE.⁽¹⁾

Article (13): Execution and Signing of Agreement

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

Company's Representative: _____ Customer: _____

Position/Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

1. **Note:** In case of both parties' desire to resort to arbitration, resorting to courts may be replaced by arbitration pursuant to adding an arbitration clause in accordance with the arbitration regulations of SCA.
2. **Note:** In case of translation of this Agreement into another language, the translation shall be under the Company's responsibility, provided that the two original English counterparts shall be signed along with the translated version. In the case of disagreement on application of this agreement, the parties shall refer to the Arabic version as being the prevailing version.