




**Smart Securities  
Financial Services LLC**

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# **SMART SECURITIES FINANCIAL SERVICES LLC**

**REGULATED BY THE SECURITIES AND COMMODITIES  
AUTHORITY (SCA) – CATEGORY 5 LICENSE**

## **CLIENT SERVICE AGREEMENT**

Version 1.0



Office No. 1207 Clover Bay Tower Business Bay, Dubai, UAE

# CLIENT SERVICE AGREEMENT

## 1. Parties to the Agreement

This Agreement is entered into between yourself, as the client (hereinafter referred to as “you,” “your,” or the “Client”), who wishes to avail the Introduction to Financial Services provided by the Smart Securities Financial Services LLC (“the Company”), a limited liability company duly incorporated under the laws of the United Arab Emirates, holding Trade License No. 1578986, and regulated by the Securities and Commodities Authority (SCA) under Category 5 – Introduction to Financial Services, **License No. \_\_\_\_\_xxxxxx**, having its registered office located at Office No. 1207, Clover Bay Tower, Business Bay, Dubai, United Arab Emirates

This Agreement describes in full detail the Terms and Conditions you must accept, without restriction or objections, before accessing and/or using our Services.

Furthermore and, before you access and/or use our Services and before you become a client of the Company, you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Services you implying that you have read these Terms and Conditions and have unconditionally accepted these T&Cs in their entirety and without reservation. If you do not understand any point in any of the documents making up the Agreement, please ask for further information from us. If there is any conflict between these Agreement and any other document, the provisions of these Agreement will prevail.

## 2. DEFINITIONS AND INTERPRETATIONS

### 2.1 Definitions

**Applicable Laws and Regulations** means all UAE federal laws, SCA regulations, Cabinet Decisions, AML/CFT laws, data protection laws, and any rules of foreign regulators applicable to the Introduced Counterparty.

**Business Day** means any day other than a Saturday, Sunday, or public holiday in the UAE.

**Client Information** means all documents, disclosures, forms, identification details, and any information provided by the Client for onboarding, KYC, AML/CFT, or risk assessment purposes.

**Client Representative** means the person authorized by the Client to represent the Client in respect of the terms of this Agreement with the delegation of authority as more particularly set out in the Power of Attorney granted by the Client to its representative.

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

**Confidential Information** means any Client information, personal data, documentation, or communication that is not public and is treated as confidential under UAE law and Smart Securities’ policies.

**Electronic Signature** means any electronic confirmation, click-acceptance, digital signature, or authenticated electronic action that confirms acceptance of this Agreement, having the same legal effect as a physical signature.

**Force Majeure Event** means any event beyond the reasonable control of Smart Securities, including natural disasters, acts of government, war, cyber incidents, system failures, pandemics, or regulatory actions preventing performance.

**Financial Activities** means the activities which the Company is permitted to carry on according to its license issued by the SCA.

**Losses** has the meaning given to it under Clause 5.2

**Investment Services** means any trading, execution, advisory, portfolio management, dealing, or custody services provided solely by the Introduced Counterparty and not by Smart Securities.

**Introduction** means the financial activity whereby any person is referred, directed, connected, or otherwise facilitated, by any method or means, to enter into an agreement or contractual relationship with a licensed and regulated financial institution for the purpose of enabling that person to receive or access a financial service provided by such institution.

**Introducer Broker Agreement** means the agreement entered into between the Client and the Introduced Counterparty governing the terms of access to financial services, trading accounts, fees, risks, and obligations, which Smart Securities is not a party to.

**Introduced Counterparty Account** means any trading, investment, custody, or portfolio account opened by the Client directly with an Introduced Counterparty following an Introduction provided by Smart Securities.

**Introduction Services** means the activity of introducing Clients to licensed and regulated financial institutions, facilitating communication, and assisting in onboarding, without providing investment advice, suitability assessments, trading execution, or handling of Client funds.

**Introducer Fee** means any compensation received by Smart Securities from an Introduced Counterparty for referring a client, which does not affect the Client's cost or constitute investment advice.

**Professional Client" and Retail Client** have the meanings assigned to them under the SCA Rulebook relating to Client Classification and Suitability.

**Personal Data** means any information relating to an identified or identifiable natural person, collected or processed in accordance with UAE Federal Data Protection Law, SCA Rulebook, and internal compliance procedures.

**Securities and Commodities Authority or "SCA"** means the regulatory authority of the United Arab Emirates responsible for licensing, supervising, and regulating financial activities, including Category-5 Introduction to Financial Services.

**Personal Data** means any information relating to an identified or identifiable natural person, collected or processed in accordance with UAE Federal Data Protection Law, SCA Rulebook, and internal compliance procedures.

**Rulebook** means the Chairman of the SCA's Board of Directors' Decision No. (13/Chairman) of 2021 on the Regulations Manual of the Financial Activities and Status Regularization Mechanisms Rule Book (as amended from time to time).

## **2.2 Interpretation**

- (a) use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;
- (b) a "Party" means a party to this Agreement and includes its successors and permitted assigns;
- (c) any reference to the Client under this Agreement shall include the Client Representative, where applicable;
- (d) references in time shall be construed by reference to the Gregorian calendar; and
- (e) any reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it, in each case, as modified, consolidated or re-enacted.

## **3. Electronic Signatures and Acceptance of Agreement (s)**

3.1 You hereby expressly acknowledge and agree that:

- (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our website and/or communicated otherwise (hereinafter referred to as the "account Opening Application Form(s)) or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or
- (b) by accessing or using, and/or by continuing to access or use, our Website and our Services you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the T&Cs set out in this agreement, as they may apply to you.

3.2 You hereby agree to communication being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these T&Cs, via electronic media (including, without limitation, electronic messaging, website postings, email or other electronic means) to the extent permitted by Applicable Laws, rules and/or regulations. Communications being made via electronic media in order to enter into contracts, place orders and other records and to the electronic delivery notices, policies and records of transactions initiated or completed through our Services, and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be "signed" and in "writing". Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

3.3 If your signature or acknowledgment is required or requests with respect to any such document, by clicking in the appropriate space, or on the “I Accept” button, “Submit” button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Platform, you will be deemed to have “signed” and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws, Rules, and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

3.4 You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notices to us. However, if you revoke your consent, your access to an/or use of our Services may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

#### **4. INTRODUCTION TO FINANCIAL SERVICES**

4.1 The Client wishes to be provided with one or more of the following Financial Services by the Company:

- (a) Introducing to financial services associated with financial activities, specifically for the purpose of engaging in transactions involving financial products and facilitating investments through portfolio management services.
- (b) Receiving support to complete the financial service application form and contracting with the financial institution providing the financial services.
- (c) Receiving all the information and details of the financial service and the provider of such financial service.

4.2 In providing the above services, unless expressly stated otherwise the Company does not:

- (i) issue any financial product, review, or give any opinion on the documents that are not issued by the Company;
- (ii) provide any assurance that the Client will receive the financial service requested if the financial service provider is not the Company;
- (iii) give any warranties or guarantees on the performance of financial products or suitability of the financial services;
- (iv) monitor the performance of the Financial Service Providers after the Client has entered into contractual arrangements with such parties, or provide any ongoing management, supervision or monitoring of the provided services to the Client; and/or
- (v) conduct trading activities on the Client’s behalf.

(vi) the Company does not provide any Financial Consultancies services or recommends specific products or related investments to the Client. The Client should only make investments that the Client understands and that are consistent with the Client's financial circumstances, investment objectives, risk tolerance and investment knowledge and experience.

4.3 The Company and or its affiliates do not provide any legal, investment, financial, tax, accounting or any other type of professional advice of whatever nature.

4.4. All the Financial Services provided or facilitated by the Company shall be subject to the applicable rules, regulations, customs, usages, rulings and interpretations of the applicable exchanges and markets.

4.5 The Client acknowledges that any instruction to the Financial Service Provider to purchase is price sensitive to the time of execution and therefore market prices may fluctuate during the period from which third party receives the order and the time the purchase is executed.

## **5. FEES AND COMMISSION**

5.1 In consideration for the Introduction to Financial Services being provided under this Agreement, the Company shall be entitled to charge the Client and the Client shall pay the relevant agreed fee (if any and as applicable in accordance with the specifically agreed upon in the relevant contractual document(s) of the relevant service provider).

5.2 In addition to the fees and charges referred to in Clause 5.1 above, the Company shall be entitled to charge the Client, and the Client shall indemnify the Company, for the reimbursement of all actual costs and expenses incurred by the Company, its agents, representatives affiliates in connection with this Agreement, including (without limitation) reasonably incurred professional fees (including legal costs) and out-of-pocket expenses incurred by the Company, its agents, Affiliates or its representatives (whether on its own account or on the Client's behalf).

5.3 The Company shall be entitled to charge any value added or other applicable taxes imposed by any competent authority at the applicable rate on any account opened or transaction effected for the Client or on any of the foregoing.

5.4 The Client hereby directs and authorizes the Company to deduct the due fees, charges and expenses owed to it under this Agreement from any amounts held by the Company to the Client. Where the Company so chooses, it may invoice the Client for its fees, charges and expenses. The Company's fees, charges and expenses will be payable within seven (7) days of receipt of an invoice. The Client agrees to pay any amount that is payable on the due date regardless of any right of equity, set-off or counterclaim that Client may have or allege.

5.5 The Client shall be solely responsible and liable for the payment of and obtaining reclaims, refunds and credits (where applicable) of all tax assessments, duties and fees and governmental charges. The Company will, if so requested, provide such assistance as it shall in its sole discretion determine to assist the Client to obtain such tax benefits.



5.6 In respect of the payment of taxes, in the event that the Company is required under applicable law to pay any tax, duty or other governmental charge or any fees or charges in relation thereto in connection with its services hereunder, the Company is hereby authorized to debit from any amount held by the Company to the Client in the amount thereof and to pay such amount to the appropriate tax authority.

## **6. DISCLAIMER AND INDEMNITY**

6.1 The Client explicitly and expressly acknowledges and confirm being fully aware of all the implications, circumstances, consequences and conditions under this Agreement that the Company shall not be responsible for any act, omission, conduct, negligence, misconduct or default made by the Client.

6.2 The Company disclaims all liabilities, losses, damages, penalties, fines, charges, costs and expenses (including legal costs and expenses), payments and awards (the “Losses”) that the Client may incur as a result of the any investment with third parties introduced by the Company, including but not limited to fraud, embezzlement or in the event of liquidation, collapse, bankruptcy, insolvency or permanent closure of the third parties introduced by the Company or in case the Client invested in or with such third parties.

6.3 The Company shall not be liable for any Losses that may arise as a result of any potential or actual investment or investment decision the Client undertakes as a direct or indirect result of this Agreement.

6.4 The Client shall indemnify the Company and keep the Company indemnified, for and/or in respect of all or any actual Losses, arising from the use, share and disclosure of any of the Client’s Personal Data, credit and financial information with any third party for the Introduction to the Financial Services and other obligations under this Agreement.

6.5 The Client further agrees to indemnify the Company and keep the Company’s indemnified for and/or in respect of all or any actual Losses arising from seeking/obtaining any of the Client’s Personal Data, credit and financial information from any third parties.

## **7. RISK DISCLOSURES**

The Client acknowledges that although the Company does not provide any financial services other than Introduction to Financial Instruments. The Client must understand that the investment is subject to various market, currency, economic, political and business risks and that those investment decisions will not always be profitable. The Client’s attention is drawn generally to the risk warnings set out at in each product documentation and by entering into this Agreement the Client acknowledges that it has fully acknowledges, accepted and confirms and that the Client has read and understood the same. The Client acknowledges and agrees that the Client has to fully understand and read the financial product documentation to be fully aware about the risk associated with respective product before entering into the deal execution.

The Client understands and agrees that (i) the Introductory Company does not provide any financial or investment advice, (ii) the Client will make his/her own investment decisions and will be solely responsible

for this decision, and the Company shall not be held liable for any losses incurred as a result of such investments (iii) participating in investments is risky and carries inherent risks of loss, (iv) the Company will not be liable for any failure to perform obligations hereunder to the extent that such performance is prohibited by any applicable laws and regulation or to the extent such performance is restricted or prohibited by government act, force majeure even, or similar causes beyond the Company's control.

Smart Securities Financial Services LLC ("the Company") acts solely as an introducer, facilitating client access to regulated and licensed financial service providers offering portfolio management services. The Company does not provide investment advisory services, manage client funds, or assume any liability for investment performance.

Clients acknowledge that investing in financial markets carries inherent risks, and by engaging in portfolio management services, they fully understand and accept the following risks which are Market Risk, Liquidity Risk, Counterparty Risk, Leverage Risk, Regulatory & Compliance Risk, No Guarantee of Returns, Limited Role of Smart Securities Financial Services LLC. The Clients are solely responsible for their investment decisions and must conduct independent due diligence. It is strongly recommended that clients seek professional financial advice before proceeding with any portfolio management service.

The Company will use all reasonable endeavors to provide the Introduction to Financial Services described in this Agreement but neither the Company nor any of its affiliates shall have any liability whatsoever (whether in contract, tort or otherwise) for any Losses suffered by the Client by reason of any investment decision made or other action taken or omitted by the Company.

The Client acknowledges and agrees that the Company will not be liable to the Client for any Losses that the Client may suffer from providing the Introduction services.

The Client acknowledges and agrees that the Company will not be liable to the Client for any Losses that the Client may suffer from any act or failure to act by any custodian, broker, dealer, depository, exchange, fund manager, issuer or any other third party to which the Company may introduce to the Client.

The Client acknowledges and agrees that the Company shall not in any circumstances be liable to the Client for any Losses of any kind whatsoever whether directly or indirectly suffered or incurred by the Client by reason of any failure or delay in the performance of the Company's obligations hereunder which is caused by or the result of any event which is not within the reasonable control of the Company, including without limitation storm, fire or flood; acts of government or a public agency or authority of competent jurisdiction; riot, insurrection, war, threat of or preparation for war (whether or not declared), invasion, hostilities, civil war, rebellion, revolution, insurrection; terrorist or military action or any threat of the foregoing; strike or labor dispute; or pandemic or other widespread outbreaks of infectious disease.

For the avoidance of doubt, in no event shall the Company be liable for any Losses resulting from the general risks of investment in or holding of assets in the UAE or overseas, including without limitation Losses arising from (i) nationalization, expropriation or other governmental actions, (ii) any law, order or regulation of a governmental, supranational or regulatory body, (iii) regulation of the banking or securities



industry, including changes in market rules, currency restrictions, devaluations or fluctuations or (iv) market conditions affecting the execution or settlement of transactions or the value of assets.

Under no circumstance shall the Company hold any liability for Losses suffered or incurred by the Client or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid securities (or securities which are otherwise not freely transferable or deliverable without encumbrance in any relevant market).

Although the Company is neither entitled to nor shall receive any Client funds for any investment, the Company shall bear no liability for any losses arising from events affecting the transferability, convertibility, or availability of any currency.

Notwithstanding any other provision of this Agreement, under no circumstances shall the Company be liable to the Client or any other person for any incidental, consequential, indirect, special, punitive or exemplary damages of any kind or nature whatsoever or for any loss of revenue's, loss of profits, loss of savings, loss of business, loss of opportunity, loss of data or loss of goodwill arising from any representation, any breach of implied term or any duty at common law or under any statute or express term of this Agreement and whether such liability is asserted on the basis of contract, tort or otherwise, whether or not foreseeable, even if the Company was advised or was aware of the possibility of such damages, except where the Company has acted fraudulently, in default or in negligence.

## **8. NON-EXCLUSIVITY**

The Client acknowledges that the Introduction of Financial Services will not be provided to the Client on exclusive basis. The Client understands that the Financial Services and Products will be provided to other customers of the Company. Nothing in this Agreement shall put the Company under any obligation to buy, sell or recommend, advice, take action or take a position for the Client regarding any investment or any security. The Company does not provide any recommendations, advice, or guidance to the Client in any manner whatsoever.

## **9. CONFLICT OF INTEREST**

The Company has established arrangements in place to manage conflicts of interest between the Company and its Clients and between other clients. The Company will make all reasonable efforts to avoid conflicts of interest, and when they cannot be avoided, the Company shall ensure that you are treated fairly and at the highest level of integrity and that the Client's interests are protected at all times.

## **10. COMPLIANCE WITH AML REGULATIONS AND CLIENT VERIFICATION**

10.1 We are obliged under the Applicable Laws and Regulations, including AML/CFT Regulations, to verify the identity of our clients. We have undertaken a risk-based approach to this process, which might require obtaining amongst other things, documentary proof of your identity and address. You agree that:

- (a) we may use additional online electronic verification tools for that purpose; and
- (b) we may request (amongst other things) further details, documents, photo, liveness and/or video evidence from yourself. If you cannot satisfactorily prove your identity, you may not be able to onboard your and provide you with our services.

10.2 We may, at our sole discretion any time during the business relationship, request additional documents including but not limited to the identification documents, proof of address, source of funds, evidence of your source of funds and proof of funds and proof of ownership of the payment methods used by you.

## **11. CLIENT CLASSIFICATION**

11.1 As per the Rulebook, the Company will deal with the Client according to the type of classification on which the Client will be treated either as an Ordinary or Retail Investor, Professional Investor or Counterparty in accordance with information provided during onboarding by the Client.

11.2 We will classify as an Ordinary or Retail Investor any natural or legal person who is not a Professional Investor or Counterparty. Ordinary or Retail Investors are afforded the highest level of protection. If you are classified as a Professional Investor or Counterparty, you understand that as per Applicable Laws and Regulations you would not be subject to the certain protections which are applicable for Ordinary Investors.

11.3 The Company has a set of classifications whereby each Client is classified either as:

- (a) Ordinary or Retail Client; or
- (b) Professional Client.

11.4 The Company will not classify the Client into more than one category. Subject always that a Professional Client or a Counterparty may request to be classified as an Ordinary Client. If the Client wishes to be classified as an Ordinary Client it shall communicate the same to the Company in writing.

11.5 The Client acknowledges and understands that the Company will rely upon this classification and nothing shall be taken to form any advice, information or guarantee by the Company and no event the Company shall be held liable or responsible for any act, conduct or omission the Company pursues following such classification and it is the responsibility of the Client to inform the Company in writing of any changes of such classification.

11.6 The Client warrants to provide the Company with an annual declaration in a format accepted by the Company, that the Client's classification has not changed, and updating such classification in the event that

such classification changes for any reason at any time.

## **12. AMENDMENTS**

Subject that the Company may update any of its policy at any time by providing notice to the Client no variation or amendment of this Agreement shall be valid unless recorded in writing and signed by or on behalf of an authorised representative of each of the Parties. Any amendment to this Agreement shall not be made without the prior written consent of the other Party, unless such amendment to this Agreement is made at the request of the SCA in accordance with any legislation in force, provided that, the Client shall be notified of such amendment within a period not exceeding thirty (30) days after the amendment is made.

## **13. TERMINATION OF CLIENT RELATIONSHIP**

13.1 Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either party.

13.2 Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving seven (7) calendar days' written notice of termination to the other party.

13.3 The Company reserves the right to terminate the Client relationship at its sole discretion, with or without notice, in the event of, but not limited to, the conditions : i) If the Client violates any terms of this Agreement or applicable regulations; ii) If required by law, regulation, or regulatory authority.; iii) If the Client engages in fraudulent, illegal, or unethical activities; iv) the Client fails to satisfy any financial, operational, or compliance requirements imposed by the Company.

13.3 We may terminate this agreement immediately, however, if you fail to observe or perform any provision of this Agreement or in case of an Event of Default, other than in the case of Force Majeure.

13.4 We shall terminate this Agreement with all accounts being inactive for a period of twelve (12) months.

## **14. CLIENT ACKNOWLEDGMENTS**

14.1 The Client acknowledges, agrees and accepts that:

(a) The Company shall evaluate the Application Form(s) submitted by the Client, for the purpose of becoming a client, and shall inform via email whether Client's application is accepted or not. The Company reserves the right to decline your application(s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

(b) The Company may from time to time send to you further communication in respect of certain services and /or agreements, which may contain specific legal and/or contractual provision applicable with respect to such services and/or agreements. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provision set forth in such communications to you in respect of certain services and/or agreements the latter shall prevail. The fact that a legal and/or contractual provision is specifically set forth herein, or is included in a specific communication to you, in respect of one particular service and/or agreement, shall not preclude a similar legal and/or contractual provision being expressed or implied, or being applicable, in relation to any other service and/or agreement.

(c) you have read and understood all the terms of this Agreement and understand all the risks associated with the Financial Services as more particularly described under this Agreement and the product documentation;

(d) you are entering into this Agreement at its sole risk and responsibility based on its own judgement, that the Company has not provided any financial advice in respect of any investment and the Company will not be held liable or responsible in any way or manner whatsoever in respect of this Agreement, the signing of this Agreement the risks of procuring such Introduction of Financial Services, or in respect of any information provided to the Client by the Company or any other third party or the Client 's decision to enter into this Agreement;

(e) the Client has made its own decision with regards to the investment(s) that the Client makes throughout the duration of this Agreement with the Financial Service providers. The Client acknowledges that the Company shall not in any way whatsoever be held liable for failing to provide any information about the status of the investment or information relating to the market. The Client is solely responsible for all the risks associated with any investment; and

(f) the Client further acknowledges that the risks outlined in the services or products documentation, and this Agreement are inherent in the Introduction of Financial Services to be entered into pursuant to this Agreement and accepts that such risks shall be solely borne by the Client.

(g) the Company may request certain information from the Client as part of Introduction to Financial Service available to the Client. The Client shall promptly provide the Company with all required information and documents that the Company requests. The Client confirms that any such information provided to the Company is correct, accurate and up to date. The Company will assume that all information provided by the Client is accurate and up to date until the Client notifies the Company otherwise. The Company may use the Client's information to conduct any further enquiries about the Client as the Company in its sole discretion determines is necessary or appropriate in the circumstances.

(h) the Company facilitates the introduction of clients to a regulated and licensed entity that provides financial services, including but not limited to portfolio management. It is expressly understood that the Company does not guarantee, either explicitly or implicitly, any profit, returns, or performance based on past results. Furthermore, the Company does not assure the avoidance of losses or any specific outcomes

in relation to the client's portfolio. Clients are advised to conduct their own due diligence and seek independent financial advice as necessary.

(i) you shall inform the Company if the Client has any relationship with the Company, its affiliates, or a member of their respective board of directors. Moreover, the Client shall inform the Company if it has a relationship with any introduced Financial Service Provider or any member of their respective board of directors.

(j) you should understand that it is his/her responsibility to seek legal and/or tax advice regarding the legal and tax consequences of his/her transactions. If the Client changes residence, citizenship, nationality, or place of work, it is his/her responsibility to understand how his/her investment transactions are affected by such change and comply with all Applicable Laws and Regulations as and when such becomes applicable. The Client understands that the Company does not provide legal and/or tax advice and are not responsible for advising him/her on the laws pertaining to his/her transaction.

## **15. COMPLAINTS**

In the event you are dissatisfied with the Introduction of Financial Services provided by the Company, you can raise a complaint to the Company. The 'Complaint Handling Procedures' are available on the Company's website.

## **16. REPRESENTATIONS AND WARRANTIES**

16.1 The Client hereby represents, warrants and undertakes to the Company on a continuing basis and throughout the term of this Agreement that:

- (a) this Agreement has been duly authorized, executed and delivered by the Client or on its behalf and constitutes the legal, valid and binding obligation of the Client enforceable in accordance with its terms;
- (b) the Client has and will continue to have full authority to enter into and perform this Agreement;
- (c) the Client does not require the consent, license or approval of any governmental or other regulatory body except for such consents, licenses or approvals which have already been obtained and are in full force and effect and have been disclosed to the Company;
- (d) the signing, delivery or performance of this Agreement, the giving of instructions pursuant to this Agreement do not and will not contravene or violate:
  - (e) any applicable law, rules, policies or guidelines;
  - (f) the rights of any third parties; or
  - (g) any agreement to which the Client is a party to.

(h) the Client will ratify whatever the Company may lawfully do in connection herewith and will ensure that it complies with any instructions of the Company given in accordance with this Agreement and will do such things as may be required to give effect to transactions undertaken in pursuance hereof;

(i) any information which the Client has provided to the Company in relation to its status, residence, domicile, income and assets is complete and is an accurate representation of the Client's financial position and of the Client's investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement;

(j) the Client will notify the Company promptly if any information it provides becomes inaccurate or incomplete or if there is any material change in any information it provides or its circumstances generally and will provide such other relevant information as the Company may from time to time reasonably require in order to fulfil its legal, regulatory and contractual obligations. The Client acknowledges that a failure to provide such information may adversely affect the quality of the services that the Company may provide;

(k) the Client is acting for its own account, and is not a fiduciary, agent or adviser in respect of any other person;

(l) the Client will not at any time cause the Company to be in breach of any relevant anti-money laundering laws, rules or regulations and that the investment has not been, or shall not be, derived from or related to any activities that are deemed criminal under applicable law;

(m) the Client has made its own independent decision to enter into this Agreement and as to whether this Agreement and where the same is appropriate or proper for it is based upon its own judgement and upon advice from such independent third-party advisers as it has deemed necessary;

(n) the Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement and any transaction entered into in relation to this Agreement and is capable of assuming, and assumes, such terms, conditions and risks; and

(o) the Client has not relied on, or been induced to enter into this Agreement by, any representation other than those expressly set out in this Agreement, and the Company is not liable to the Client for any representation that is not expressly set out in this Agreement.

16.2 The Company hereby represents and warrants that:

(a) it is duly incorporated, registered and validly existing under the laws of the UAE;

(b) it is authorized and regulated by the SCA;

(c) it has the necessary power to enter into and perform its obligations under this Agreement and has duly executed this Agreement so as to constitute the valid and binding obligations on the Company;

(d) it holds, and will at all times during the continuance of this Agreement hold, such authorities as are necessary lawfully to perform its obligations under this Agreement; and



(e) the terms of this Agreement do not contravene or violate any other obligation by which the Company is bound, whether arising by contract, operation of law or otherwise.

## **17. CONFIDENTIALITY**

17.1 Subject to Clause 16.2 or as necessary for the performance of the Company's obligations under this Agreement (including, without limitation, the disclosure of information the Company considers appropriate to any custodians, brokers, exchanges, regulatory authorities, or other relevant persons and third parties), neither Party may:

- (a) directly or indirectly disclose to any other person; or
- (b) use or permit to be disclosed or used for any other purpose; the terms of this Agreement or any information (the "Confidential Information") that may be acquired under or for the purposes of this Agreement.

17.2 The obligation to maintain the confidentiality of the Confidential Information shall be effective except to the extent that such Confidential Information:

- (a) is now in, or shall hereafter have entered into the public domain (otherwise than as a consequence of unauthorised disclosure by either Party);
- (b) was lawfully in the relevant Party's possession prior to its disclosure by the one Party to the other;
- (c) is required to be disclosed by law or by any regulatory authority or pursuant to any enquiry or litigation by any governmental, tax official or regulatory body; or (d) is disclosed for the purpose contemplated by this Agreement or as a consequence of any Instructions given pursuant to this Agreement.

## **18. DATA PROTECTION**

18.1 The Client hereby acknowledges and expressly agrees that all its Personal Data held by the Company may be disclosed to third parties, partners, debt collection agencies or any credit reporting agency where such disclosure is required under applicable law or where such disclosure is required for the performance of the Financial Services and this Agreement.

18.2 The Company may process, store, access and exchange, the Client's Personal Data, credit or financial information for the purpose of implementing the arrangements set out in this Agreement.

18.3 The Client hereby agrees that the Company may transfer Personal Data in relation to the Client to its Affiliate and to any custodian, broker or other agents used in connection with the provision of the services hereunder.

18.4 The Company may for the purposes of this Agreement, seek to obtain all of the Client's Personal Data, Confidential Information, credit information or financial information from any bank, financial institution,

partners and any other third party. The Client hereby authorizes those parties to share and disclose such information to the Company for the purposes of this Agreement.

18.5 The Company shall use its reasonable endeavors to protect the Client's Personal Data by implementing appropriate technical and organizational security measures and appropriate security controls to prevent any corruption, loss or unauthorized use of such data.

## **19. TERM**

This Agreement shall commence on the Commencement Date.

19.1 Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either party.

19.2 Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving seven (7) calendar days' written notice of termination to the other party.

19.3 We may terminate this agreement immediately, however, if you fail to observe or perform any provision of this Agreement or in case of an Event of Default, other than in the case of Force Majeure.

19.4 We shall terminate this Agreement with all accounts being inactive for a period of twelve (12) months.

## **20. CLIENT'S RELATIONSHIP WITH THE MARKET**

The Client should declare to the Company its relationship with any of the capital market institutions or any of the companies listed in the market or any of the other licensed companies or members of the board of directors of any of them.

## **21. NOTICES**

21.1 A notice or other communication given under this Agreement shall be in writing and shall be served by delivering it to the Party due to receive it at the address set out above next to the name of each party and shall be deemed to have been delivered in accordance with Clause 21.2.

21.2 Or such other address or contact details as the relevant party may notify to the other parties, provided that any change of address shall only take effect once delivered and received in accordance with this Clause.

21.3 A notice so addressed shall be deemed to have been received (i) if personally delivered, at the time of delivery, (ii) if sent by pre-paid first class post, recorded delivery or registered post, two business days after the date of posting to the relevant address, (iii) if sent by registered air-mail, five business days after the date of posting to the relevant address, (iv) if sent by e-mail, on confirmation of receipt of the e-mail by the recipient and (v) if sent by fax, on successful completion of its transmission as per a transmission report

from the machine from which the fax was sent, save that if such notice of communication is received after the end of normal working hours (between 9 am to 6 pm on a business day) such notice or communication shall be deemed to have been received on the next business day.

## **22. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with UAE laws. Dubai Courts shall be the exclusive jurisdiction over any matters or dispute arising out of or in connection with the Agreement. Notwithstanding the foregoing, the Company shall have the right to take proceedings against the Client in whatsoever jurisdiction it deems fit, taking proceedings in any one or more jurisdictions by the Company shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

