

## ONLINE TRADING AGREEMENT

Dated \_\_\_\_\_

### Parties

- (1) Al Madina Financial & Investment Services Co. (SAOC), a company registered in Oman with commercial registration number [ 1590413 ] and whose registered address is at Post Box 171, Ruwi, Postal Code 112, Sultanate of Oman (Al Madina), and \_\_\_\_\_
- (2) [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] national, holding passport number [ \_\_\_\_\_ ] and whose address is at [ \_\_\_\_\_ ] (Client).

### BACKGROUND

- (A) Al Madina, being a company which is licensed by the Capital Market Authority, has agreed to provide electronic brokerage services to the Client on the terms and conditions set out in this agreement ("Agreement").
- (B) By entering this Agreement, the Client accepts the terms and conditions under which the services will be provided by Al Madina.

### OBJECTIVE CLAUSES

#### 1 DEFINITIONS

In this Agreement, the following definitions shall apply:

**Client** means a person or a group of persons (joint account) or a company who has/have the desire to buy or sell (stocks & bonds) through Al Madina according to the terms and conditions set out in this Agreement,

**MSM** means the Muscat Security Market,

**CMA** means the Capital Market Authority,

**Trading System** means an internet based trading system which provides the Client with the means to place buy/sell orders electronically through the internet that Al Madina may make available to the Client, either directly or through a third party service provider on the terms and conditions set out in this Agreement,

**"Transaction"** means transactions in shares and bonds issued by public companies and government and governmental bodies, in addition to treasury bonds and notes and any other tradable securities, which will be executed with or through Al Madina or any affiliates.

#### 2 PROVIDING BROKERAGE SERVICES THROUGH INTERNET TRADING

##### 2.1 Basic Services

The basic services offered by Al Madina pursuant to this Agreement, subject always to the terms and conditions hereof, shall be as follows:

- 2.1.1 Administration - to open and administer an account of Transactions ("Portfolio Account") for the Client,
  - 2.1.2 Brokerage Services and Execution - to effect Transactions in investment for account of the Client, in accordance with instructions, either directly or through one or more clearing banks, brokers, trust companies, member firms of any securities exchanges or financial institutions chosen by Al Madina,
  - 2.1.3 Means of access and execution - to provide the Client with access to the Trading System, including a Client access number, PIN, and Code Word ("Access Codes"), which will allow the Client to place orders to the MSM in accordance with the set systems and procedures of such exchanges.
- 2.2 Non-discretionary nature - Except in specific circumstances expressly provided elsewhere in this Agreement, all

transactions to be executed by Al Madina on behalf of the Client under this Agreement shall be non-discretionary; that is, the Client shall make all decisions with respect to the acquisition or disposition of Investments, and shall instruct Al Madina accordingly, and Al Madina will not effect any transaction without an instruction.

### **3 ORDERS**

#### **3.1 Order confers authorization**

By giving an order on the Trading System, the Client unconditionally and irrevocable accepts the resulting deal with any brokers, custodian, counterparties or others, to execute and deliver any documents, to make or receive cash payment and to take any other action which may be deemed necessary or appropriate by Al Madina, in order to give effect to transactions undertaken pursuant to such execution.

#### **3.2 Medium of orders**

3.2.1 The orders will be sent to Al Madina through the Trading System accessed by the Access Code to the Client and under his responsibility. Orders placed in the Trading System under the Client's Access Code will implicate authorization to Al Madina to pass on the order to the MSM and effect the Transaction in the Client's account, the order can also be in writing, either by mail, by courier or hand delivery or by fax.

3.2.2 The Client authorizes Al Madina to sign, transfer contracts, sale orders and purchase orders on their behalf. Al Madina is also authorized to settle financial matters, including receipt of sale proceeds or payment of subscription and purchase costs, and may contact issuing companies and establishments and follow up all matters related to the interests of the Client such as collection of dividends, receipt of ownership certificates and other documents.

3.2.3 The Client will be responsible for the confidentiality of his Access Codes and for any use of them. If the Client's Access Codes are lost or stolen, the Client must notify Al Madina immediately and request a new one by submitting a request to Al Madina in writing or through an e-mail.

#### **3.3 Order execution**

3.3.1 Subject to the requirements of clauses 3.4 and 3.5 and any requirements of the MSM, provided the Client has sufficient funds available in their account (in the case of orders to buy) or sufficient Securities (in the case of orders to sell), Al Madina will proceed to execute the order electronically with MSM. Al Madina would proceed to execute the order electronically from its servers.

3.3.2 The Client acknowledges that Al Madina shall be allowed such amount of time to act and implement any orders as may be reasonable. Al Madina shall not be liable for any losses arising from any delay on its part in acting on any such orders Al Madina cannot guarantee the execution of all orders either in full or in part.

3.3.3 The Client acknowledges that certain orders may, at the sole discretion of Al Madina, or if requested by the Client, be subject to manual review and entry by Al Madina; and may cause delays in the processing of their orders.

3.3.4 Client/s also understand that with respect to market orders, the Client will receive the price at which their order was actually executed in the marketplace, which may be different from the price at which the security is traded when their order was entered into the Trading System. This price may also vary due to any brokerage fees that may apply. Al Madina will not be responsible for any difference in the price.

#### **3.4 Purchase of Securities**

3.4.1 To process orders to purchase securities, it is necessary that the Client's account contains sufficient funds before the execution of order.

3.4.2 Any order inadvertently accepted and executed without sufficient buying power/funds will be subject to cancellation or liquidation at Al Madina's discretion.

3.4.3 However, the Client is responsible for all of his orders, including any orders, which exceed available limit in his account. If funds are not available in the account and an order is processed, the Client should credit the required fund in his account with Al Madina by a personal cheque, cashier's cheque or money order or account transfer or by any other mode, promptly to assure that such, cash is allowed within the limitation of law and subject to reporting in correlation with money laundering acts of the Sultanate of Oman and the directives of CMA, payment will be received and

processed on or prior to settlement date. If payment is not received by settlement date, the Client's position may be squared off, without prior notification. In the event their account is liquidated, the Client will be liable for any resulting losses and all associated costs incurred by Al Madina.

### **3.5 Sale of Securities**

- 3.5.1 To process orders to sell securities, it is necessary that their accounts contain sufficient securities sought to be sold in their account prior to the acceptance of a sell order. Proceeds of the sale cannot be paid to the Client until securities have been delivered to the MSM/ clearing house. The proceeds of all sales will be credited to the Client account with Al Madina. If the securities are not received on the trade date or securities received are not in deliverable state or due to any other reason whatsoever, the Client is not able to deliver securities, the sale position will be covered and closed by repurchasing of outstanding position. Consequently, the Client will be responsible for any resulting losses and all associated costs including penalty levied by the MSM.

## **4 PROPERTY RIGHTS**

- 4.1 Any information provided to the Client through the Trading System is Al Madina's property or the property of others who allow Al Madina to distribute it to the Client and is provided only for the Client's personal, non-commercial use. The Client may download such information and print out one hard copy; but must not remove any copyright or other notices.
- 4.2 The Client may not share, modify, or commercially exploit any such information without Al Madina's written consent and must not use it for any unlawful purpose. The Client will comply with any request to preserve Al Madina's (and Al Madina providers') property rights in the information.

## **5 RISK DISCLOSURE**

### **5.1 Acknowledgment of risks**

- 5.1.1 In the light of the risks involved, the Client should undertake Transactions only if he understands the nature of the contractual relationship into which he is entering and the extent of exposure to risk.
- 5.1.2 By entering this Agreement, the Client confirms his knowledge that investment in equity shares or other securities traded on the MSM, known as risk capital, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. The Client agrees he is responsible for carefully considering whether such trading is suitable for him in the light of his financial condition. He will be solely responsible for any losses resulting from trading in any instruments on any stock exchange and Al Madina shall not be responsible, in any manner whatsoever, for any losses whatsoever. Further, any losses will not be open for any plea that no adequate disclosure regarding the risks involved was made or that he was not explained the full risk involved by Al Madina. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account. The Client acknowledges and accepts that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of securities or any other financial instruments traded under this Agreement.

### **5.2 Currency fluctuations and market performance**

- 5.2.1 By entering this Agreement, the Client confirms and agrees:
- a) He is fully aware of the risk involved in exchange rates and currency fluctuations, and that Al Madina will not be held responsible in any manner, whatsoever, for any losses that may be incurred as a result of the fluctuation in currency or exchange rates;
  - b) that the value of the Client's investments may go up or down and Al Madina will not be held responsible for the same, and shall have no liability whatsoever to the Client for any losses which may be incurred as a result of the performance of any securities.

### **5.3 No Recommendations or Advice Provided**

- 5.3.1 Al Madina provides self-directed investors with access to the Trading System. Although Al Madina may provide data, information and content relating to investment approaches and opportunities to buy or sell securities, the Client should not construe any such information as investment, financial, tax, legal or other advice.

- 5.3.2 The Client acknowledges that Al Madina does not make recommendations or offer investment advice of any kind.
- 5.3.3 Without limitation to clause 5, the Client will bear the sole responsibility of evaluating the merits and risks associated with the use of any data, information or content on the Trading System before making any decisions based on such data, information or content. In exchange for using such data, information or content, the Client agrees not to hold Al Madina or any affiliates or third-party content providers liable for any possible claim for damages arising from any decision the Client may make based on information made available to you through the Trading System.

#### 5.4 Trading System Content

- 5.4.1 Al Madina may from time to time offer content from third party providers on the Trading System, which may include financial market data, quotes, news, analyst opinions and research reports (the "Content"). Al Madina does not endorse or approve the Content, and Al Madina makes it available to the Client only as a service and convenience. Al Madina and any third party providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Content or warrant any results from the Client's use or reliance on the Content. The Content may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Al Madina nor the third party providers are obligated to update any information or opinions contained in any of the Content. Al Madina may discontinue offering any Content on the Trading System at any time without notice. The Client agrees that neither Al Madina nor the third party providers will be liable to the Client in any way for the termination, interruption, delay or inaccuracy of any of the Content on the Trading System. The Client will not redistribute or facilitate the redistribution of any Content, nor provide access to the content to anyone who is not authorized by Al Madina to receive the Content.

#### 5.5 Risks related to Internet based trading

- 5.5.1 Al Madina shall provide the Client with the means to access the Trading System on Al Madina's website. However, the Client will be responsible for providing the computer equipment and systems required to use the Trading System, and for all fees and charges incurred by the Client in accessing them. The Client will use the level of encryption security required by Al Madina, and shall provide Al Madina with his e-mail address so that Al Madina can communicate with the Client electronically.
- 5.5.2 The Client hereby acknowledges and accepts all risks related to such Trading System including:
- a) security risks in relation to the interference or breach of Trading System by hackers or any third party,
  - b) risks related to the loss of any Access Code (or part thereof) or the use of the Client Access Code by a third party or any unauthorized persons,
  - c) risks related to the malfunction of the Trading System or delays in execution or placement of orders on the exchange or loss of order through communication,
  - d) the refusal or rejection of order by the MSM,
  - e) the refusal or rejection of order by Al Madina,
  - f) the risk of duplication or repetition of the order placed through the Trading System intentionally or unintentionally by the Client due to double posting or misplacing of the order,
  - g) risks of improperly defined orders and failure to properly fill the order form,
  - h) risks related to computer viruses which could be a consequence of the failure from the part of the service provider or from the systems of Al Madina or from the Clients' systems,
  - i) the possible incompatibility of the Client systems with the Trading System,
  - j) any other related risks that are not mentioned above and commonly identified by acceptable industry professionals.

## 6 DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 6.1.1 The Client expressly understands and agree that the Client's use of the Trading System is provided on an "as is" and "as available" basis To the full extent permitted under applicable law, Al Madina expressly disclaims all warranties of any kind with respect to the Trading System and any products or services available on or through the Trading System, whether

express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**6.2 Al Madina makes no warranty that:**

- 6.2.1 The Trading System will meet the Client's requirements or expectations;
- 6.2.2 The web site will be uninterrupted, timely, secure or free of viruses, errors, worms, date bombs, time bombs or other harmful components;
- 6.2.3 The results that may be obtained from the use of the Trading System will be accurate or reliable;
- 6.2.4 Any errors on the Trading System will be corrected;
- 6.2.5 The data and materials presented or displayed on the Trading System are correct, accurate or reliable. Any content or data downloaded or otherwise obtained through the use of the Trading System is done at the Client's own discretion and risk. The Client will be solely responsible for any damage to the Client's computer system or loss of data that results from the download of any such content.
- 6.2.6 The Client agrees that Al Madina or any third party engaged in providing services to the Client on or associated with the Trading System shall not be responsible or liable for any damages caused by theft, unauthorized access, systems failure, communications line failure or other occurrences beyond the control of Al Madina or such third parties.
- 6.2.7 No advice or information, whether written or oral, whether obtained by you from Al Madina, from an Al Madina employee or agent or through or from the Trading System, shall create any warranty not expressly stated in these terms and conditions.
- 6.2.8 Al Madina, nor any affiliate of Al Madina, nor any of Al Madina or its affiliates' respective directors, officers, employees, or agents, will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, revenue, income, goodwill, use, data or other intangible losses (even if Al Madina has been advised of the possibility of such damages), resulting from:
  - a) The use of or the inability to use the Trading System;
  - b) The cost of procurement of substitute services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Trading System;
  - c) Access to or alteration of the Client's account, transmissions or data due to the Client's conduct (including any unlawful conduct), inaction or negligence;
  - d) Statements or conduct of any third party on the Trading System.
  - e) The interference or breach of Trading System by hackers or any third party which would result in the alteration or false placement of the Clients' orders, Al Madina will assume no liability to compensate or reverse orders placed through the Trading System and all orders herewith placed under the Access Code of the Client shall be considered binding and final.
  - f) Liabilities arising from the loss of the Access Code or use of the Access Code by a third party or unauthorized persons. The Client will solely be responsible for the use of the Access Code and assumes this responsibility from the date of the receipt of Access Code.
  - g) Any malfunction in the Trading System for any reasons eg Program failures or service provider interruptions or virus attacks or other incidents which could result in the delay or failure to execute, modify, and cancel or loss of order through communication.
  - h) The refusal or rejection of order by the MSM.
  - i) Al Madina will retain the right to decline any order should Al Madina interpret the order as improper or likely to jeopardize Al Madina's financial position or in contradiction with laws and regulations of the exchange. Al Madina shall not have any liability or responsibility for the miss-judgment which led to the cancellation or withdrawal of any order.
  - j) The Client is solely responsible for duplicate orders placed through the Trading System intentionally or un-intentionally due to double posting or misplacing of the order.

- k) Any losses resulting from improperly defined orders or the failure to properly fill an order form. Any other system related liabilities that are not mentioned above and commonly identified by acceptable industry professionals.
- l) Force Majeure: any losses resulting from causes beyond Al Madina's control (including failure of equipment or communication lines, problems with hardware or software, unauthorized access, severe weather, fires, war, terrorism, accidents, government actions, labour disputes, etc).

## **7 INDEMNIFICATION**

- 7.1 The Client agrees to indemnify, defend and hold harmless Al Madina, its affiliates and officers, directors, employees and agents of Al Madina and its affiliates, from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of this Trading System.

## **8 EVENTS OF DEATH OR INSOLVENCY**

- 8.1 In the event of death or insolvency of the Client or of his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, Al Madina may close out the transaction of the Client and the Client or his legal representative shall be liable for any losses and costs and be entitled to any surplus which may result therefrom.

## **9 AMENDMENT**

- 9.1 Al Madina may amend the terms and conditions of this Agreement and/or the Fee schedule and/or any supplementary agreements made hereunder by sending to the Client a written notice describing the relevant changes. Such changes will become effective after the expiration of fifteen (15) days from the date of dispatch by Al Madina. No amendment to the Agreement shall affect any outstanding orders or transactions or any legal rights or obligations which may already have arisen.

## **10 EXCHANGE RULES AND REGULATIONS**

- 10.1 All transactions for the Client are subject to the constitution, rules, regulations, byelaws, interpretations, customs and usages of the Muscat Securities Market and Capital Market Authority where the transactions are executed and may also be subject to other laws and regulations of the corresponding countries.

## **11 TRADING DAYS**

- 11.1 The Client understands that instructions may be carried out only on such days and at such times when Al Madina and the relevant markets are open for business.

## **12 INFORMATION FOR FOREIGN INVESTORS**

- 12.1 The Trading System referred to in the Agreement is intended to be made available to persons eligible to conclude Transactions on the MSM. The Trading System shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

## **13 INTERNATIONAL USE**

- 13.1 Based on the global nature of the Internet, the Client agrees and undertakes to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which the Client resides and the country from which the Client may access this Trading System, and indemnify Al Madina for any losses Al Madina may suffer as result of the Client's breach thereof.

## **14 CONFIDENTIALITY**

- 14.1 Details of the Portfolio and transactions undertaken for the account of the Client in relation thereto shall be treated as confidential, except to the extent that information is disclosed
- (a) pursuant to any applicable law, regulation or code of conduct
  - (b) by order of a court of law
  - (c) in response to an inquiry by an exchange or any regulatory or other governmental authority concerning information reasonably required by them in the course of their official duties, and subject to assurances that such information will be used only for the purposes specified and will otherwise be kept confidential.

## **15 DISCLOSURE OF RELATIONSHIP**

- 15.1 Al Madina may disclose details of the Client's relationship with Al Madina to third parties with whom Al Madina deals in the performance of the agreed investment services on behalf of the Client for their confidential and internal use and /or as a requirement of processing transactions on behalf of the Client. The Client understands that such information may then become subject to disclosure under the laws of other jurisdictions.

## **16 FEES AND CHARGES**

### **16.1 Fees**

Al Madina shall charge fees for the services provided under this Agreement and as specified and communicated to the Client from time to time in an Al Madina fee schedule. Al Madina reserves the right to amend its fees in accordance with Clause 9 of this Agreement.

### **16.2 Other Charges**

The Client shall be responsible for all expenses, fees or other costs or liabilities incurred by Al Madina in connection with the operation of the account such as penalties levied as per laws and regulations of MSM. Such other charges may include, without limitation:

- 16.2.1 any judgment, settlement or other costs and expenses, including legal costs, incurred in connection with any actual or threatened action or proceedings relating to the account,
- 16.2.2 all taxes which may be due or payable on the investments and the income attributable to the Portfolio Account,
- 16.2.3 registration and other fees, stamp duty, brokerage and other charges payable in respect of the acquisition and sale of investments,
- 16.2.4 all other costs and expenses reasonably incurred by Al Madina in connection with the Portfolio Account, including but without limitation, sub-custodian and agency fees if applicable.

### **16.3 Payment**

- 16.3.1 The Client shall pay to Al Madina through settlement days (T+3) and also on the day upon which the Portfolio Account is closed, an amount equal to the total of all fees and other charges payable to Al Madina as aforesaid and not previously debited to the Account. Al Madina is hereby authorized to debit the Portfolio Account monthly with the amount of all such fees and charges as per the procedures and the Client hereby irrevocably authorizes Al Madina to require payment by any custodian hereunder of all amounts due to Al Madina hereunder. All payments due from the Client shall be grossed up to take account of any withholding taxes or other deductions so that
- 16.3.2 Al Madina or any other counter party to the transaction (payee) receives the gross amount due.

### **16.4 Set-off**

- 16.4.1 Al Madina shall have a lien and a right of set off over any amount standing to the credit of the Client in the Portfolio Account and over all investments or other assets of the Client within the control of Al Madina (including without limitation cash or investments in the Portfolio Account) to the extent of amounts due and payable by the Client to the Al Madina.

16.4.2 Al Madina may therefore at any time or from time to time, upon making a demand for payment following three business days prior notice to the Client, consolidate all such amounts and/or sell any such investments and in either case, apply the proceeds thereof to settle any and all amounts which are due and payable by the Client to Al Madina.

## **17 COMMUNICATIONS**

### **17.1 Notices**

Notice and other communications pursuant to this agreement shall be in writing and delivered either in mail, by courier or by hand delivery or by fax or electronic media, shall be addressed to the parties in conformity with the contact information shown immediately below and shall be effective upon receipt of such address:

#### **To the Client:**

Address: P.O. Box: \_\_\_\_\_ P.C. \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**From:** Al Madina Financial & Investment Services Co. (SAOC).

Address: PO Box 171, Ruwi, PC 112, Sultanate of Oman, Tel: (968) 24 823900, Fax: (968) 24 818700/500

E-mail: emadina@almadina.com

### **17.2 Correspondence**

Any correspondence sent to the Client by third parties or any related party to the Client and received by Al Madina and any routine correspondence from Al Madina to the Client, including monthly reports shall be mailed by Al Madina to the Client at the mailing address first shown above or at such address as the Client may subsequently instruct by written notice.

## **18 LAW AND JURISDICTION**

18.1 This Agreement shall be governed and construed in accordance with the laws applicable in the Sultanate of Oman.

## **19 TERMINATION OF AGREEMENT**

19.1 This Agreement is effective as of the date listed above and will continue in effect until terminated by either party at any time, with or without cause, upon written notice to the other party. This Agreement will remain in effect with respect to all transactions executed through a Trading System regardless of any termination or other action with respect to the Trading System.

19.2 Regardless of any other provision of the Agreement, Al Madina has the right to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Trading System, or the Client's access to any Trading System, to change the nature, composition or availability of any Trading System, or to change the limits on the trading or Transactions the Client may conduct through the Trading System.

### **19.3 Future Effect**

Termination of this Agreement shall be without prejudice to the execution or completion of transactions already initiated. Al Madina shall be entitled to receive all fees and other sums due under this Agreement to the date of termination and to be compensated for all losses realized in settling or concluding outstanding obligations, and all costs and expenses incurred in effecting termination. The Client authorizes Al Madina to deduct from the assets in the Portfolio Account such amounts as it believes necessary to pay all outstanding fees and other charges and if necessary, to sell investments to satisfy any such amount.

## **20 UNDERSTANDING OF THIS AGREEMENT**

20.1 The Client acknowledges having read and understood this Agreement and having been given the opportunity to obtain



independent advice and agrees that this Agreement will govern the Client's relationship with Al Madina. IN WITNESS WHERE OF this Agreement has been signed by two counter parties in duplicate, one copy is retained by each party.

Signed for and on behalf of:

Al Madina Financial & Investment Services Co. (SOAC)

By: [Name] \_\_\_\_\_

[Designation] \_\_\_\_\_

Signed by: [Name of the Client] \_\_\_\_\_

Representing: [ \_\_\_\_\_ ]

Date: \_\_\_\_\_