

Emirates NBD Securities L.L.C

Online Trading Application Form

Customer Details

Name: _____ :

Client No: _____ :

P.O. Box: _____ : .	Emirate: _____ :
City: _____ :	Country: _____ :
Tel (Business): _____ : ()	Tel (Residence): _____ : ()
Fax: _____ :	Tel (Mobile): _____ : ()
E-mail: _____ :	
Place of Work: _____	_____ :

Customer Accounts

حسابات العميل

Please link the accounts mentioned below to the online trading Service

1) DFM trading account number (1)

2) ADX trading account number (2)

eBroker Service

Please define 3 options for your User ID to access online trading.
Choose carefully, you cannot change your User ID later.

3

Option 1

Option 2

Option 3

If the above User ID is not available, the Broker will assign an ID for you. The user ID is not case sensitive and cannot be less than 6 or more than 14 characters. Spaces and special characters cannot be used to set the User ID.

14

6

Method of confirming trades (please choose one)	()
<input type="checkbox"/> Fax	<input type="checkbox"/>
<input type="checkbox"/> E-mail	<input type="checkbox"/>
<input type="checkbox"/> SMS	<input type="checkbox"/>

I/We the undersigned hereby authorize Emirates NBD Securities L.L.C to transmit my User ID by SMS to the mobile number mentioned above and send the password to my E-mail as given above.

I/We confirm the above information given is true and complete.

I/We further confirm that I/We have received, read and understood the terms and conditions of Emirates NBD Securities L.L.C and agree to be bound by them.

Name of Investor: _____:

Signature: _____:

Name of joint Investor/ Guardian/ Proxy: _____: / /

Signature: _____:

Date: _____:

For Official Use Only

User ID: _____

Signature verified by: _____ Created by: _____ Approved by: _____

Date application received: ____/ ____/ _____

Date application processed: ____/ ____/ _____

TERMS & CONDITIONS

Provision of “eBroker” Service by “Emirates NBD Securities LLC” is subject to the following Terms & Conditions:

In these Terms & Conditions:

‘**Agreement**’ means the Online Trading Application along with the Terms and Conditions and the Annexures attached thereto.

‘**Bank**’ means Emirates NBD P.J.S.C

‘**Broker**’ means Emirates NBD Securities L.L.C.

‘**Customer**’ or ‘**User**’ means any natural or corporate person, or their authorized representative, who submits Online Trading Application to the Broker for securities trading purposes and for subscribing to ‘eBroker Service’.

‘**Customer Account**’ means the trading account held by the Customer with the Broker for the purpose of trading in any Market.

‘**eBroker Service**’ means the online services system provided by the Broker to carry out share trading transactions via the internet.

‘**Market**’ means the Dubai Financial Market/ Abu Dhabi Securities Market/ any other markets where securities else where may be transacted.

‘**Electronic Order**’ means a sale or purchase order made through the eBroker Service for purchase of sale of securities.

1- The Broker will provide the Customer with access to Internet based trading system in the Markets to place Electronic Orders to the Markets in accordance with set systems and procedures.

-1

2- The Broker will assign user identification to the Customer which provides access to the Customer Account (the "Password") and which will initially serve as the trading personal identification number. The Customer will be responsible for the use and maintenance of the confidentiality of the Password including, without limitation, responsibility for all Electronic Orders placed in the Customer Account by the Customer or by any third party to whom the Customer has given authorization to use the Password.

-2

3- By placing an Electronic Order, the Customer expressly agrees that the use of that eBroker Service is at the Customer’s sole risk and the Customer accepts the resulting deal with any brokers, custodian, counterparties or others. The Customer agrees to execute and deliver any documents and to take any other action as may be deemed necessary or appropriate by the Broker in order to give effect to transactions undertaken pursuant to such Electronic Order.

-3

4- Electronic orders will be sent through the eBroker Service accessed by the designated Password to the Customer. Electronic Orders placed by the Customer’s Password will implicate authorization to the Broker to pass on the Electronic Order to the Market and effect the transaction in the Customer Account.

-4

- 5- In consideration for subscription, availability and utilization of the eBroker Service, the Broker will charge the Customer the fees as the Broker may prescribe from time to time in the schedule of fees attached to the online trading application. The Broker reserves the right to revise the fees at anytime immediately after notification of the new schedule of fees and the Customer hereby authorizes the Broker to charge the revised fees to any of the Customer accounts held with the Bank. -5
- 6- The Customer also acknowledges that with respect to Electronic Order, the Customer will receive the securities in the price at which its Electronic Order was actually executed through the eBroker Service, which may be different from the price at which the securities are traded when the Electronic Order was entered into the eBroker Service. -6
- 7- The Customer hereby acknowledges his/her awareness and acceptance of all risks associated with the eBroker Service including but not, limited to: -7
- Security risks in relation to the interference or breach of the eBroker Service/Internet by hackers or any third party. / •
 - Risks related to the loss of Password or the use of the Password by a third party or any unauthorized persons. •
 - Risks related to the malfunction of the trading system in the Market or delays in execution or placement of Electronic Order on the Market or loss of Electronic Order through communication. •
 - The refusal or rejection of Electronic Order by the Broker. •
 - The risk of duplication or repetition of the Electronic Order placed through the system internationally or unintentionally by the Customer due to double posting or misplacing of the Electronic Order. •
 - 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 the broker or from the Customer's systems. •
 - The possible incompatibility of the Customer's systems with the eBroker Service. •
 - Any other eBroker Service or internet related risks that are not mentioned above and commonly identified by acceptable industry professionals. •
- 8- The Customer acknowledge that it is aware of what risks may be attendant on, and what losses may be sustained by, its investments in securities through internet trading, and in particular the following: -8
- (1) That the processing of Electronic Orders entered may not be effected immediately, and that in this regard they follow the procedural system laid down by the Market. (1)
 - (2) The potentially grave consequences of the processing of Electronic Orders entered through the internet, in view of the rapidity of price-changes pursuant to the mechanism of supply and demand in the Market. (2)
 - (3) That certain Electronic Orders may not be executed or may be subject to delays in execution by reason of the mechanism of supply and demand in the Market. (3)

- (4) The possibility of losses being incurred by reason of delay in the execution of Electronic Orders or the non-execution thereof for any technical reason, unless this is through fault or carelessness on the part of the Broker. (4)
- 9- The Customer shall solely bear all liability arising from his investing through the internet trading system. -9
- 10- The Customer acknowledges and agrees that access to any entity that provides information, software or services to the Broker may be terminated immediately in the event that the agreement between the Broker and the relevant third party provider is terminated, whether directly or indirectly. -10
- 11- The Customer acknowledges that any equipment made available by the Broker to the Customer is and shall remain the exclusive property of the Broker. The Customer agrees and undertakes to return such equipment to the Broker immediately on demand in their original "as received" condition. -11
- 12- The Customer authorizes the Broker to send eBroker Service related advices, notices and/ or correspondence in the manner the Broker deems fit, the Customer shall keep confidential all Broker generated Customer advices, notices and correspondences. / -12
- 13- The Customer acknowledges that any software and associated technical documentation made available to it by the Broker is licensed to the Customer on a non-exclusive, non-transferable basis, only for the duration and for the sole purposes of the eBroker Service. The Customer further warrants that it shall not copy reproduce or amend any software, pages or documents provided by the Broker, and that it shall not download or divert the service software from any computer or electronic device to any other computer or electronic device. -13
- 14- Any costs incurred towards internet usage to logon to the eBroker Service shall be for the Customer's exclusive account. -14
- 15- The Customer acknowledges and agrees that the Broker has advised it, and that the Customer has taken note, of the current technology restrictions and limitations, and of the limitations and restrictions of any approved Market in the UAE service utilization; and that the eBroker Service availability depends on technology applications and level of compliance with the restrictions on eBroker Service utilization. Accordingly the Broker shall not incur any liability to the Customer as a result of any interruption of the eBroker Service and /or the Customer's inability to use the eBroker service, for any reason whatsoever. / -15
- 16- The Customer shall keep strictly confidential the Customer's unique USER ID and Password(s), and undertakes to never disclose such USER ID or password to any third party including employee of the Broker. Accordingly, the Broker does not accept liability for any claim or loss resulting from disclosure of the Customer's User ID or Password or transactions registered in the Customer's account that are not performed by the Customer. If the Customer suspects that any person has knowledge of the Customer's Password(s), the Customer must immediately notify the Broker by telephone, and confirm such notification in writing within 24 hours. The Customer will be solely responsible for all instructions and inquiries actually made or which may be made until the Broker receives written confirmation and acknowledges receipt, of such notification. / -16

- 17- The Customer recognizes that the Broker and/ or the Bank are the rightful registered owners of the trademarks "Emirates NBD eBroker Service" and of such other trademarks of the Broker and/or the Bank, and that any right which may be created by the use of the eBroker service and/ or the Trademarks belongs exclusively to the Broker and/or the Bank, which shall solely and exclusively benefit from any and all goodwill arising from the use of the eBroker service or the Trademarks by the Customer. For the purposes hereof, "Trademarks" shall mean the trade name and trademark "Emirates NBD eBroker Service" and any other trademark, trade name, sign, logo or other intellectual property right of the Broker and/ or the Bank. / -17
- 18- The Customer may, upon written notice to the Broker, terminate the subscription to the eBroker Service, such termination to become effective upon receipt by the Broker of the Customer's written notice. The Broker may, at any time, notify the Customer of the termination of the eBroker Service with immediate effect, without incurring any liability to the Customer on account of such termination. - - -18
- 19- The Broker does not accept liability for any losses, damages costs or expenses whatsoever or however incurred or sustained by the Customer as a result of breach of any of these terms and conditions. -19
- 20- The Broker reserves the right to alter these Terms & Conditions at anytime, but will notify the Customer of any alternation in advance of the effective date. Continued utilization of the eBroker Service by the Customer constitutes acceptance and agreement of such alterations. -20
- 21- The Customer further agrees to reimburse the Broker and/or the Bank any costs, expenses or other losses incurred by the Broker as a direct result of the Customer's non-compliance with these Terms & Conditions, or as a result of fraud, negligence or any failure on the part of the Customer and/ or its authorized representatives. / -21
- 22- The Customer shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that may arise in connection with the improper use of the Trademarks by the Customer, or in a manner inconsistent with the purposes and effects of these Terms & Conditions. / -22
- 23- Neither the Broker nor any of its directors, officers, employees, agents, contractors, third party providers, information providers, licensors, or other suppliers providing the eBroker Service will be uninterrupted or error free; nor do any of them make any warranty as to results that may be obtained from the use of the eBroker Service website, or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the website, or with respect to any software provided for use in accessing the website. The eBroker Services is provided on an as is, as available basis, without warranties of any kind, either express or implied, including, without limitation those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Terms & Conditions. -23

- 24- The Broker shall not be liable in any way for any inaccuracy, error or delay in, or omission of any such data, information or message, transmission or delivery of any such data information or message. -24
- 25- Neither the Broker nor any of its directors, officers, employees, agents, contractors shall be liable to the Customer for any loss damage cost, expenses or other liabilities suffered by the Customer, due to the Customer's use eBroker Service provided by the Broker including but not limited to : -25
- a) The interference or breach of eBroker Service by hackers or any third party which would result in the alteration or false placement of the Customer's Electronic Orders. The Broker will assume no liability to compensate or reverse Electronic orders placed through the eBroker Service and all Electronic Orders herewith placed under the login/ password of the Customer shall be considered binding and final. (
 - b) Liabilities arising from the loss of password or use of password by a third party or unauthorized persons. The Customer will be solely responsible for the use of the password. (
 - c) Any malfunction in the eBroker service for any reasons such as program failures or service provider interruptions or virus attacks or other incidents which could result in the delay or failure to execute, modify, cancel or loss of Electronic Order through communication. (
 - d) Any other eBroker Service related liabilities that are not mentioned above and commonly identified by acceptable industry professionals which are not attributable to a technical defect in the eBroker Service. (
- 26- The Broker will retain the right to refuse to provide the service to any customer for any reason whatsoever, and to refuse to act upon or respond to any instructions or queries it may receive from the Customer via the internet without stating any reasons -26
- 27- These Terms & Conditions are supplementary to, and form an integral part of the agreement signed by the Customer or will be signed in the future. -27
- 28- These Terms & Conditions are subject to and shall be governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. -28

Declaration:

- 1- I request you to activate my eBroker Service facility by providing me a USER ID and Password. .1
- 2- I confirm that all the information given here is true and complete. .2
- 3- I confirm that I have read and understood the Terms and conditions mentioned and thereby, accept them. .3

For acceptance

SCHEDULE OF FEES

1. Commission Fees – Local Markets

Commission Fees	Minimum	Percentage	Transaction Fees
Broker Commission	AED 30.00	0.15%	0.00
Market Commission/Fees	AED 20.00	0.05%	AED 10.00
ESCA Commission	AED 5.00	0.025%	0.00
CDS Commission	AED 10.00	0.05%	0.00

2. Commission Fees – NASDAQ Dubai

Commission Fees	Minimum	Percentage
Broker Commission	USD 9.00	0.130%
Market Commission/Fees	USD 15.00	0.070% + USD 3.00 *

* Transaction fee of USD 3.00 is not applicable to trades which fall under minimum market commission

3. Other fees and charges

Charges	Minimum
Security Token	Free of charge
Replacement Security Token	AED 150.00