

**KUWAIT AGREEMENT - INDIVIDUAL**

**Client Name:** .....

**Trading Number:** .....

Information update       New Account

This contract is entered into on this day                      Corresponding to:                      /                      / 202

By and between:

**First: First Party, Referred to hereinafter as the (Broker):**

Company: EFG – Hermes IFA Brokerage

**Represented by** ..... **title:** .....

**Commercial License No.2368 / MM/353/1986**

**Address: Sharq - Bursa Kuwait - Eastern Entrance - Fourth Floor**

**Plot 1, Building 19, P.O. Box 22695, Safat**

**Postal Code: 13087, Kuwait**

**Phone: 22265000 – Fax: 22440637**

**Email: [info.kw@efg-hermes.com](mailto:info.kw@efg-hermes.com)**

**Second Party: Referred to hereinafter as the (Client)**

Trading No. at the Bursa Kuwait: (                      )

**First: Client Information:**

Client's full name:		
Civil ID No.:	Nationality:	
Passport No. (non-residents):	Issue Date:	Expiration date:
Address:.		
Resident Country:	City:	
Home telephone:	Mobile:	
Email:		
Client: <input type="checkbox"/> Employee <input type="checkbox"/> Businessman <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Unemployed		
Employer:		
Job title:		
Work address:	Country:	

**Method for issuing orders**

<input type="checkbox"/> Personal appearance at the company's headquarters	<input type="checkbox"/> Call on the company's telephone
Approved method for receipt of correspondences: <input type="checkbox"/> Email <input type="checkbox"/> Personal receipt <input type="checkbox"/> SMS <input type="checkbox"/> Not Interested	

**Copy of the agreement**

<input type="checkbox"/> Received copy	<input type="checkbox"/> Not Interested
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<b>Capacity of Dealing:</b> <input type="checkbox"/> <b>Personal</b> <input type="checkbox"/> <b>Legal guardian / Parent</b> <input type="checkbox"/> <b>Other beneficiary</b>	
Name of legal guardian / parent / beneficiary / delegate:	
Civil ID No.:	
Nationality:	
Passport No. (non-residents):	
Issue Date:	Expiration date:
Address:	
Resident Country:	City:
Home telephone:	Mobile:
Email:	
Client: <input type="checkbox"/> Employee <input type="checkbox"/> Businessman <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed	
Employer:	Job title:
Work Address	
Country:	

**Second: Identifying the client's relationship with one of the following entities**

- 1- Is the Client the chairman or member of the board of directors general manager, chief executive officer, informed employee, or shareholder owning 5% or more of a company that is listed or not listed in the securities markets licensed within the State, or a relative of such a person up to the second degree of kinship?
- Yes     No

**If the answer is yes:**

Company's name:	State the position/job title:	State the kinship:	State the relative's name:

**2- Political position Information (if any)**

If you are holding a current or previous political position, please specify the position:

<input type="checkbox"/> Royal Families	<input type="checkbox"/> Political or Govt. or Judicial or Military or Political Party Official
<input type="checkbox"/> S. Executives in state owned/foreign institution	<input type="checkbox"/> Member of Parliament
<input type="checkbox"/> Prominent International Organization Function (Manager - Deputy Manager - Board Member - etc.)	<input type="checkbox"/> None

If any of your direct relatives (to the second degree) or associates (Partner, Advisor, Agent...) is holding a political position, currently or previously please specify his/her position or any of the beneficiaries or account delegates:

<input type="checkbox"/> Royal Families	<input type="checkbox"/> Political or Govt. or Judicial or Military or Political Party Official
<input type="checkbox"/> S. Executives in state owned/foreign institution	<input type="checkbox"/> Member of Parliament
<input type="checkbox"/> Prominent International Organization Function (Manager - Deputy Manager - Board Member - etc.)	<input type="checkbox"/> None

If the answer is yes,

Name:	Nature of relation:	Position Held or Title:

3- Is the Client the chairman or member of the board of directors/management board or an employee at the Capital Markets Authority, or Brokerage Company or Clearing Company licensed by the Capital Markets Authority, the spouse or relative of any such individual up to the second degree of kinship ?

Yes  No

**If the answer is yes,**

Company's name:	State the position/job title:	State the kinship:	State the relative's name:

### Third: Client's financial information

Average Annual Income (In Kuwaiti Dinars):	Approximate Wealth (In Kuwaiti Dinars):
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#### Source of Income and Wealth

<input type="checkbox"/> Salary	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Financial markets	<input type="checkbox"/> Other (Pls. Specify)
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#### Source of Invested Funds

<input type="checkbox"/> Salaries/Pension/Social Sec.	<input type="checkbox"/> Financing/Loans	<input type="checkbox"/> Business Profit/Inv. Income	<input type="checkbox"/> Inheritance
<input type="checkbox"/> Others (Pls. Specify)			
Sum designated for investments (in Kuwaiti Dinars):			

Bank Name:	Account Number:
IBAN Number:	

#### Investment strategy:

<input type="checkbox"/> Long-term	<input type="checkbox"/> Short-term	<input type="checkbox"/> Other (Pls. Specify)
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### Fourth: Investment Experience:

<input type="checkbox"/> None	<input type="checkbox"/> Beginner	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Expert
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#### Investment Objectives:

<input type="checkbox"/> Increase Capital	<input type="checkbox"/> Preserve Capital	<input type="checkbox"/> Other (please specify)
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What is the Client's tolerance for short-term fluctuations in the prices of securities traded in the market?

<input type="checkbox"/> Does not tolerate market fluctuations	<input type="checkbox"/> Reasonably tolerates them
<input type="checkbox"/> Significantly tolerates them	<input type="checkbox"/> Unreservedly tolerates them

Expected Activity to account

<input type="checkbox"/> Low Volume up to 10,000 KWD	<input type="checkbox"/> Medium Volume up to 50,000 KWD	<input type="checkbox"/> High Volume up to 100,000 KWD or more
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**Fifth: I, the undersigned Client, hereby attest to the following:**

- The information set forth in this application and its attachments is true and up-to-date, and I pledge to notify the Company of any change thereto.
- I hereby attest that I am the sole beneficiary of this account and I pledge that the funds deposited in my brokerage account with the Clearing Agency shall be transferred from my bank account and not from the account of another person or entity.
- I am not a politically exposed person or the relative of such a person, and I pledge to notify the company in the event I, or one of my relatives, acquire such a designation.

**Required documents:**

- For Kuwaitis and residents, a copy of the Civil ID card.
- For non-residents and non-Kuwaitis, a copy of the passport.
- Copy of the official documents establishing the applicant’s capacity with respect to the account holder (parent, guardian, etc.)
- For non-Kuwaiti and non-residents, the documents submitted must be certified by competent official authorities (the Embassy of the State of Kuwait – the Ministry of Foreign Affairs).

EFG Hermes IFA will keep the original agreement, while the Client can keep a copy thereof, if he/she so desires.

**(For Company use only)**

Name of the account officer / designated employee: .....

(signed in front of me) and I have reviewed the original ID: .....

Client Signature:

Compliance Signature:

**Terms and Conditions**

Both parties attest that they are legally eligible to contract and that they have agreed to the following:

**Preamble**

The (Broker) is a securities broker and a company registered and authorized to act as security brokers within the Stock Exchange. The (Client) wishes to trade in the stocks, bonds and financial instruments of companies listed, and companies not listed, in the Stock Exchange through the money, forward, and parallel markets, as well as other current and future financial services. The Client has also expressed his/ her desire to hire the Broker as his/her agent, on commission, so the latter can provide the Client with execution, clearing and settlement services, and register his/her orders to buy and sell the aforementioned securities. The Broker has accepted this appointment, both parties have expressly given their consent and acceptance, and they have agreed to the following:

**Clause 1**

The preceding Preamble is deemed an integral part of this contract

**Clause 2**

Both parties thoroughly acknowledge and understand of Law No. 7 of 2010 establishing the Capital Market Authority and regulating the financial securities business, as well as its by-law and the regulations, decisions and instructions issued by the Capital Market Authority and the Stock Exchange.

**Clause 3**

Both parties attests and pledges that all of the information set forth in this contract is true, accurate, factual and consistent with his/her official supporting documents. Parties shall be legally liable for any nonfactual information. In the event any of information changes, both shall notify the other thereof in writing or else the change shall be deemed not to have happened and not to be legally recognizable. Parties also attests that they are not a first-degree relative of each other.

**Clause 4**

The Broker attests and pledges that it shall instruct its employees, and those who receive and record the Client's orders, to fully comply with chapter 4 module 8 (Conduct Of Business) of the by-law of Law No. 7 of 2010 establishing the Capital Market Authority and regulating the financial securities business

**Clause 5**

The Client attests and pledges that he/she, or who is acting on his behalf, possesses the financial solvency and investment experience enabling him/her to trade and invest in financial securities.

The Client also attests and pledges that the Broker has the right to refrain from the implementation of buy/sell orders in case that there is no sufficient fund in his account or no securities to sell.

The Client also attests and pledges that he/she is the sole beneficiary of all transactions and deals executed based upon his/her orders and on his/her behalf. He/she adds that all of these transactions and deals are legitimate, and that all of his/her sources of income are known and legal in accordance with the law.

The Client has been made fully aware of this clause and cannot claim ignorance thereof, and the Broker shall adhere to the provisions of Article (5-1) of chapter 5 of module 7 (Clients' Funds and Clients' Assets) of the by-law of Law No. 7 of 2010 on this matter.

**Clause 6**

Without prejudice to Article (1-4) of module 8 (Conduct Of Business) of the by-law of Law No. 7 of 2010, the Broker shall provide the client with a list of fees and commissions identified by the Stock Exchange, and the Client shall pay such fees and commissions to the Broker.

In the event the Stock Exchange or the Capital Market Authority adjusts the commission, the Client acknowledges that the Broker shall immediately apply the adjusted commission without the need for the Client's approval. The Client expressly agrees that the current clearing agency or any clearing agency licensed in the future to perform the work shall directly deduct this commission from the Client's account.

**Clause 7**

All correspondence, confirmations and notices between both parties to the contract shall be sent to their mailing addresses, emails or fax numbers mentioned in this contract, or to any other address specified via a written notification between both parties to the contract. All notifications, notices and correspondence sent by one contract party to the other shall be deemed received unless the other party proves otherwise. In case of any Client complaint, the Client may contact the Compliance Department on ([kwt-complaints@EFG-HERMES.com](mailto:kwt-complaints@EFG-HERMES.com)) and phone no. +965 2226 5067, or attend at the Company's head office.

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**Clause 8**

The Client attests and acknowledges his/her obligation to pay the value of security purchase transactions on the regular, options, and forward markets, as well as other current and future financial services markets in advance; to deposit the sums in his/her account with the Kuwait Clearing Company; and that trading shall occur based upon these sums. The Client shall be entitled to purchase stocks for a sum equivalent to the sufficient balance available in his/her account.

This shall occur before executing any transaction undertaken on the Client's behalf. The Client, or who is acting on his behalf, also acknowledges his/her ownership of the stocks for which he/she issues a sell order and that said stocks are in his/her account. If these stocks are not in the clearing agency's account statement, he/she shall have his/her employees deliver the stock certificates to the Broker so the latter can take the appropriate action. It is worth noting that the Broker shall only execute the Client's orders once the Client has complied with the content of this clause.

The Client pledges to cover the obligations arising from the buy and sell transactions executed on his/her behalf. If the Client fails to pay the aforementioned obligations, he/she shall be subject to delay fines according to the rules and regulations in effect at the Stock Exchange and the Clearing Agency.

If the Client fails to comply with the aforementioned requirements, the Client acknowledges that the Broker is entitled to re-sell the stocks bought or buy stocks to replace the stocks sold in order to pay the sums owed to the Clearance Agency and the brokerage transaction assurance system once the deadlines set forth in the preceding paragraph expire, while reserving its right to seek compensation from the Client for any fines imposed as a result of the Client's failure to comply with the requirement that he/she covers his/her aforementioned obligations. Pursuant to the rules, decisions and instructions issued by the Capital Market Authority and the Stock Exchange, the Client shall not be entitled seek compensation from the Broker for any profit differential resulting from the re-sale of stocks bought or the purchase of stocks to replace stocks sold.

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**Clause 9**

The Client shall only be entitled to sell securities once he/she has paid the value of the stocks bought through the Broker to the Clearing Agency, including the commission and any delay fines or other expenses resulting from the buying transaction. The Broker may not accept orders issued by client having debit balance unless fulfill his obligations.

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**Clause 10**

The Client acknowledges that when securities are bought or sold on his/ her behalf, or for the sake of who is acting on his behalf, through the Broker, he/she shall be deemed to have executed an unconditional, legally binding contract with respect to these transactions. In addition, the Client shall submit all documents required to enforce this contract and the commercial transaction arising therefrom. The Client also acknowledges that all transactions involving securities listed or not listed in the Stock Exchange, whether in the regular or forward markets, or other current and future financial services, shall be executed accordance with Law No. 7 of 2010 and its by-laws, as well as the rules, decisions and instructions issued by the Capital Market Authority and the Stock Exchange.

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**Clause 11**

The Client pledges and attests that he/she shall disclose his/her membership in the boards of directors of any companies listed or not listed in the Stock Exchange, or his/her position as a manager or shareholder owning 5% or more with respect to any trade. In addition, he/she shall immediately make a disclosure if he/she acquires such designation at any time subsequent to this decision. The Client also pledges that he obliged with the provisions of Chapter 4 (Disclosure of Material Information) and Chapter 3 "Regulating Dealing in Securities by Corporate Insiders" of module 10 (Disclosure and Transparency) of the by-law of Law No. 7 of 2010.

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**Clause 12**

The Client acknowledges his/her obligation and legal responsibility to monitor his/her clearing agency account statement and verify the content of the said statement, including his/her ownership of the stocks, sums or obligations required from him/her, and pledges to settle them by the legal deadline in effect at the Stock Exchange. He/she also pledges to monitor his/her forward contracts; ensure availability of the appropriate monetary sums in his/her account when he/she wishes to renew the forward contract; bring money transfer or certified check from one of the banks operating in the State of Kuwait in the amount of the renewal sum; assume full legal responsibility for forward contracts, their renewal and their termination if the stock price drops to the termination price; and to refrain from taking necessary procedure to renew the contract in coordination with the market maker and upon its approval.

The Broker pledges to provide the Client with daily or weekly clearing agency account statements concerning the Client. The Broker shall also provide the Client with statements - concerning the transactions executed on the Client's behalf through the Broker - electronically, via fax, or via hand delivery per the Client's request.

The Client shall review the statements issued by the Clearing Agency on a daily basis and assume full responsibility for doing so. If there are any errors in these statements, the Client shall notify the Broker thereof by the next business day and before the Stock Market closes. After that period, the statements shall be deemed final, definitive and accurate; the Client shall be bound thereby and shall not be entitled to object thereto.

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**Clause 13**

If the Client wishes to designate any person to act on his/her behalf when making buy or sell trades on the regular, forward, options or other markets, the Client pledges to prepare a power of attorney, approved by the KCC, for the person whose designation is sought and to deliver the original of that power of attorney to the Broker so the requisite action can be taken. The Client also pledges to comply with the contents of this power of attorney and to release the Broker of any liability for the actions undertaken pursuant to the power of attorney. Furthermore, the Client pledges to notify the Broker if the power of attorney is cancelled for any reason whatsoever without the assumption of any legal liability by the Broker.

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**Clause 14**

The Client acknowledges that he/she is fully aware of the fact that the Broker will record all buy and sell orders, pertaining to all types of securities, issued by him/her or by his/her representative via the Broker's telephone, visual or other telecommunications equipment as well as orders issued through personal appearance [at the Broker's offices] as per the regulations in effect at the Stock Exchange. The Broker shall record these orders via its computers, which are connected to the Stock Exchange's computers. The Broker has clearly and adequately explained to the Client the nature of the transactions and deals that the Broker concludes and the risks associated with said buying and selling.

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**Clause 15**

Without prejudice to the provisions of Article (1-4) of module 8 the by-laws of Law No. 7 of 2010, the Client acknowledges and assumes full legal responsibility for all of his/ her actions; for the transactions and deals executed per his/her orders or the orders of his/her representative depending on the validity and effective period of these buy or sell orders on the regular, forward or other current or future financial services markets; for the effects arising therefrom; and for the profits or losses resulting therefrom, so long as these orders are correct, valid and undisputed.

The Client acknowledges that he/she legally releases the Broker and does not hold it responsible for any losses or risks incurred by the Client, that he/ she shall not be entitled to seek compensation from the Broker for these losses, that he/she has full knowledge of the content of this clause, and that he/she cannot claim ignorance thereof.

Both parties have agreed that the Broker cannot be given orders to buy and sell securities over a mobile telephone and that any order given using this method is to be disregarded.

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**Clause 16**

The Broker shall reserve no effort to implement all client orders as long as he has enough time and sufficient resources.

The Client acknowledges that the Broker does not guarantee execution of his/her request to cancel or amend previous order(s) given to the Broker, even if his/her cancellation or amendment request was sent to the Broker before execution of this order.

The Client also acknowledges that the request to cancel or amend any previous order shall only be executed if the Broker has enough time to submit the request to the competent authority at the Stock Exchange, the request has been received at the Stock Exchange, and the Stock Exchange has cross-checked the Client's request with the order he/she issued before execution. The Broker cannot guarantee that the Stock Exchange will crosscheck the cancellation or amendment request with the Client's previous order and that such a request will be received by the Stock Exchange prior to execution of the order. Accordingly, the Client acknowledges that the request to cancel or amend any previous order shall only go into effect, and that the Client can only assume that his/her previous order has been cancelled or amended, if the daily trading statement indicates that this order has been cancelled or amended.

If the Client places any order, makes any decision or takes any action on the basis of the cancellation or amendment request, before the daily trading statement indicates that the cancellation or amendment has occurred, the Client shall be doing so at his/her own responsibility and acknowledges that the Broker shall not be responsible for the expenses or losses incurred and resulting from doing so.

The Client also acknowledges that he/she shall continue to be responsible for all consequences of the original order if it was not cancelled or amended.

Both Parties agree that the Client shall update its personal information regularly or whenever requested by the Broker. If one month elapsed without updating its personal information or providing the Broker with all requested documents, the Broker may freeze the Client's account without notifying the Client or getting a judicial ruling. In this case, the Client will not be allowed to buy or sell its securities. The Client undertakes that the Broker will not be liable for any losses that the Client may incur as a result of the account freeze.

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**Clause 17**

Both the Broker and the Client shall be entitled to terminate and cancel this contract, without any need for notice or warning, if one of the parties fails to fulfil his/her/its duties and obligations. In addition, the Broker shall be entitled to terminate this contract, at any time and at its absolute discretion, provided that it states the reasons underlying termination of the contract in a notice sent to the Client (7) days prior to the termination date.

The Client pledges to transfer the assets listed in his/her [account] statement to another brokerage company following liquidation and



settlement of all transactions concluded through the Broker. The Client's assets shall only be transferred to another brokerage company once all of the Client's transactions with the Broker have been settled, the Client has paid all commissions and expenses owed to the Broker, and the Client has released the Broker of any liability.

The Broker is entitled to refrain from executing the Client's orders as of the date the notice is sent, without any intended damage or loss to Client rights or freezing any of his interests in any way. The Broker shall pledge to transfer Client's securities to the Broker chosen by the Client, for settlement, maximum by the second day.

The Client acknowledges that the Broker shall refrain any order from the notification date

Moreover, the Client acknowledges that the Broker shall not be responsible for any losses, damages, claims or foregone opportunities endured by the Client because of the Broker's termination of this contract, refusal to execute the Client's orders and transfer of the securities to another brokerage company as long as there were no negligence of deficiency from the Broker or his employees.

Upon the cancelation of the Broker's license by the Capital Markets Authority, the Broker shall inform the Client of the cessation of providing services related to the licensed activity by the communication mean stated in this contract.

The Client has the right to redeem his/her securities, money and any other assets, or to deliver these components to any licensed person based on the Client's instructions or orders, and this is done after deducting the amounts owed to the Broker and being cleared from liability.

The Broker will appoint any other person as custodian or otherwise to hold or record the Securities/Assets of the Client, including documents of title or certificates evidencing title to such Securities. For this purpose, the Broker will exercise such skill, care and diligence in the selection, appointment of custodians.

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**Clause 18**

The Client pledges and attests that he/she is the original owner and sole beneficiary of his/her trades. In addition, in compliance with the requirements of the anti-money laundering law in the State of Kuwait and the instructions issued by the Capital Market Authority to combat money laundering and terrorism financing, the Client pledges not to personally deposit or allow the deposit [into his/her account] of any sums of unknown or suspicious origins.

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**Clause 19**

Neither the Broker nor the Client, who are parties to the contract, shall be allowed to relinquish his/her/its rights or obligations, assign them to other parties, issue a license in regards thereto, or dispose them of in any way whatsoever without prior written approval from the other party.

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**Clause 20**

Neither the Broker nor its managers, executives or employees shall assume any liability towards the Client for any failure or deficiency in performing any of the obligations arising from this agreement or for any damage or loss arising therefrom if said deficiency is due to a force majeure such as non-administrative factors resulting from wars or floods, a change in governmental or private laws and regulations or charters in the financial markets, a disruption in internet services, phone lines or governmental ties, a stoppage or delay in trading, a disruption in the security system or structure, unauthorized entry or theft, any technical problem or disruption in telephone lines, any other factor that prevents the Client from registering or amending any order or prevents the Broker from acting on an order or instruction via a landline telephone, or any events or circumstances beyond the Broker's control. The Broker shall prove his inability to perform his tasks as should be.

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**Clause 21**

The Broker shall be entitled to refuse any orders or instructions issued by the Client so long as there are legal reasons for the refusal and it shall state these reasons to the Client verbally or in writing via written notice. The Client also acknowledges that the Broker shall not be liable for any losses, damages or foregone opportunities of any type whatsoever that the Client incurs as a result of the Broker's refusal to execute any of his/her orders or instructions.

The Client acknowledges that he/she is solely responsible for the risks and losses that may arise from the errors, misunderstandings or delays caused by his/her negligence or deficiency due to the ambiguity of the instructions the Client issues to the Broker. The Client shall only be entitled to seek compensation if the errors were premeditated by the Broker or resulted from the Broker's negligence or deficiency.

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**Clause 22**

The Broker shall maintain the confidentiality of all Client information under this contract and shall not disclose this information to a third party without the Client's written approval, except in the cases of entities to which the Broker is entitled to disclose the Client's information and data, including but not limited to (the Capital Market Authority –courts – the Central Bank of Kuwait). The Client understands and agrees that the Broker shall exchange the Client's personal and credit information with some official entities and other parties legally entitled to obtain this information for compliance purposes and to verify the Client's identity for purposes of setting financial conditions, complying with governmental laws such as the laws on money laundering, international sanctions and transactions with certain citizens. All other uses of the Client's personal and credit information shall be subject to law and regulatory entities. Moreover, the Client shall authorize the Broker to investigate him/her, make inquiries into his/her credit standing, and request a report to cross-check his/her identification information with the source of these payments for the purpose of determining whether or not the Client is eligible to open the account and for any other legal purpose related to the Client. In that regard, the Client also authorizes the Broker to contact the financial institutions and use the information agencies the Broker deems appropriate. Furthermore, the Client understands that, as required by official agencies such as the Stock Exchange and the Central Bank of Kuwait, or by the competent courts, the Broker may be asked to submit a report about the Client's transfers, property and purchase of stocks in companies, banks and other companies listed on the Stock Exchange without notifying the Client of said request.

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**Clause 23**

If the Capital Market Authority or the Stock Exchange makes any amendments to the Stock Market's regulations, the Broker shall be entitled to amend the terms and conditions of this contract, or any special terms and conditions attached thereto, in order to comply with the amendments made to the stock market's regulations. The Broker shall notify the Client thereof in advance but shall not need the latter's approval to institute said amendments. Moreover, the amendments to the contract shall immediately go into effect and be applied to the Client.

This Agreement is subject to amendment to keep up with rules or instructions of Capital Market Authority or the Stock Exchange, with a pre-notification. Such amendments are effective immediately without their contest.

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**Clause 24**

This contract shall be subject to the provisions of Kuwaiti law. If any of the clauses of this contract is deemed annulled, not in effect, invalid or not enforceable under any judgment, arbitration decision, or regulatory authority's decision, only the clause mentioned shall be repealed or invalidated, without any impact to the remaining clauses of the contract.

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**Clause 25**

Any dispute arising between both parties over this contract shall be settled via the competent Kuwaiti courts or via arbitration at the Capital Market Authority and that it shall be subject to the provisions of Law No. 7 of 2010 and its by-laws or any other decisions issued by the Authority.

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**Clause 26**

This contract was prepared in two copies with each party receiving a copy thereof to work in accordance therewith. Both parties had full and complete knowledge of the clauses and content of this contract.

## Products & Services Pricelist:

### 1. Trading Fees in Official Market:

	Commissions	Minimum Commission
Premier Market	10 bps (0.10%)	250 fils
Main Market	15 bps (0.15%)	250 fils
Auction Market	30 bps (0.30%)	250 fils

### 2. Trading Fees in OTC Market

Type and Value of Transaction	Commission Rate	Minimum Value of Commission
Equity Trading Commission	0.50%	KD 3
Bond and Sukuk Trading Commission	0.01%	KD 10
<b>Special Trades (Trade Value):</b>		
Less than KD 50,000	0.50%	
Between KD 50,000 and 249,999	0.40%	
Between KD 250,000 and 999,999	0.30%	
Between KD 1,000,000 and 4,999,999	0.10%	
KD 5,000,000 or more	0.05%	

#### Clearing Agency Commissions and Charges

Commission / Fees	Commission Value
Settlement Fees	(500) Fils of each Deal
Transfer of shares between the depository accounts and Registry	KD 1 for each process

#### Transfer of Ownership fees with the approval of the Exchange

Commission/ Fees	Commission Value
Fees	0.05% Calculated on the basis of the share's nominal value or the last trading price through the Platform, whichever is less

\*All commissions shall be applied to each transaction separately.

\*These prices are in accordance with the rules of Bursa Kuwait for the official market and OTC market. The above fees and commissions may be changed anytime from Bursa Kuwait side.

#### First Party (Broker)

Name:

Signature:

#### Second Party (Client)

Name:

Signature:

**INTERNATIONAL TAX TRANSPARENCY  
SELF-CERTIFICATION & DECLARATION FORM (FATCA & CRS) – INDIVIDUAL**

This form to be used to Individuals, "Natural persons" and Sole Proprietorships In the case of joint Account Holders, each Account Holder must complete a separate form All sections of this form are mandatory & Abbreviations are not allowed

**Section A – Customer/Account Holder Information**

Title:	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss. <input type="checkbox"/> Other							
Customer Full Name in English: (First/Middle/Last):	First			Middle			Last	
Date of Birth: (Gregorian/Western)	D	D	M	M	Y	Y	Y	Y
Gender:	<input type="checkbox"/> Female				<input type="checkbox"/> Male			
Town or City of Birth:								
Country of Birth:								
Current Residence Address in Kuwait:	Building:				Street Name:			
	District:				Postal Code:			
	City:				Country:			
If there is residence address outside Kuwait, please indicate:	Building:				Street Name:			
	District:				Postal Code:			
	City:				Country:			
Mailing Address: (if different from the Current Residence) to be included)	Building:				Street Name:			
	District:				Postal Code:			
	City:				Country:			
Are you a US person?	<input type="checkbox"/> Yes				<input type="checkbox"/> No			
If yes, please complete section B								
If more than one citizenship, please indicate each country of citizenship								
Do you have an immigrant visa or permanent resident status in a country other than Kuwait	<input type="checkbox"/> Yes				<input type="checkbox"/> No			
If yes, please indicate the state of each permanent residency								
Are you a Tax Resident of any country or countries outside of Kuwait? By selecting 'No', I confirm that Kuwait is my sole residency for tax purposes	<input type="checkbox"/> Yes				<input type="checkbox"/> No			
If Yes, please complete section C								

**Section B – USA Tax Residents**

If you are a USA Tax Resident please provide one of the following TINs. A US TIN can be one of the following: 1. A Social Security Number (SSN), or 2. An Individual Taxpayer Identification Number (ITIN), or 3. A Taxpayer Identification Number for Pending US Adoptions (ATIN).									
Please provide your TIN in one of the lines provided below:									
(SSN)									
(ITIN)									
(ATIN)									

**Section C – Tax Residency Information**

Please specify your Country (ies)/Jurisdiction(s) of Residence for Tax Purposes including Taxpayer Identification number.

	Country/jurisdiction	Taxpayer Identification Number (TIN) or Functional Equivalent	If no TIN available enter Reason A, B or C
1			
2			
3			

**If TIN is not available please choose one of the following reasons:**

**A.** The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents

**B.** The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN if you have selected this reason):

Country1: .....

Country1: .....

Country1: .....

**C.** No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

**Section D –Declaration and Signature**

I/We declare that all the particulars and information provided herein, are true, correct, complete and up-to-date in all respects and I/We have not withheld any information and I/We acknowledge that Financial Institution “EFG Hermes – Kuwait” will rely on the information provided in this form until notice in writing satisfactory to the Financial Institution “EFG Hermes – Kuwait” of its revocation and by submission of an updated Self-Certification & Declaration Form is received by the registered email, within 30 days where any change in circumstances occurs.

I/We hereby undertake to inform the Financial Institution “EFG Hermes – Kuwait” of any change in information / circumstances provided, and to furnish to the Financial Institution “EFG Hermes – Kuwait” any changes/amendments taking place in future with reference to the documents submitted by me/us as and when such changes/amendments occur.

I/We undertake to inform the Financial Institution “EFG Hermes – Kuwait” if I/We are away from my/our own country of residence for any period that may impact the United States Substantial Presence Test as herein defined, or the presence test related to any other countries I/We are tax residents in.

I/We confirm and accept that should any withholding, tax, other impositions or other governmental dues related to me/us become payable to domestic or overseas regulators or tax authorities, all payments made to me/us shall be net of any such taxes etc. and the Financial Institution “EFG Hermes – Kuwait” assumes no liability in this regard.

I/We waive the Financial Institution “EFG Hermes – Kuwait” of its duty of confidentiality and grant the Financial Institution “EFG Hermes – Kuwait” the liberty to make available, as and when required by law/authorities, to the Courts, regulatory/or other authorities of State of Kuwait or my/our country of residence or the country in whose currency this account will be maintained or routed, or to any other regulator/tax authority or other authorities in domestic and other jurisdictions, any information relating to my/our account, without any prior consent from me/us.

<b>Name of Signatory in English</b>	.....
<b>Signature</b>	.....
<b>Capacity of Signatory:</b> (Please tick 1 box only)	Account Holder <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Guardian <input type="checkbox"/> Other (Please specify below) .....

<b>Form Signing Date</b>	D	D	M	M	Y	Y	Y	Y
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**To be Completed Relationship Manager /Customer Service Representative**

Signature of Relationship Manager / Customer Service Representative	.....																				
Client Trade Number	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>																				

**Definitions**  
 The definitions in this section are the relevant ones related to this International Tax Transparency Form and are not an exhaustive list. For the complete set of definitions, please refer to the FATCA / CRS regulations which are readily available on the internet.

**Foreign Account Tax Compliance Act (FATCA) Definitions**

**U.S. Person**  
 Means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof.

**US Resident**  
 US resident is a US citizen or a resident alien, which is an individual that is not a citizen or national of the United States and who meets either the green card test or the substantial presence test for the calendar year.

**Green Card**  
 "green card" recipient as an alien who has been granted "the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws, such status not having changed."

**Born in the USA**  
 A person born in the USA is considered as a «US person» under FATCA unless the person has formally renounced his or her right to US citizenship.

**US Address**  
 An address in the US. Please Note: "Shop and Ship" addresses or other similar services maintained by customers will not be considered as a relevant address for this purpose.

**Telephone number**  
 Telephone number(s) provided is a US telephone number.

**Standing Instructions**  
 Standing instruction to periodically transfer funds to an account with US address.

**Hold mail address**  
 Address for communication AND all mails are retained at the Bank for physical collection by a representative of the customer.

**Substantial Presence Test**  
 You will be considered a United States resident for tax purposes if you meet the substantial presence test for the calendar year. To meet this test, you must be physically present in the United States (U.S.) on at least:

- 31 days during the current year, and
- 183 days during the -3year period that includes the current year and the 2 years immediately before that, counting:
  - All the days you were present in the current year, and
  - 3/1 of the days you were present in the first year before the current year, and
  - 6/1 of the days you were present in the second year before the current year.

**Common Reporting Standards (CRS) Definitions**

**Tax Residency**  
 Tax residency is the country where you are resident/registered for tax purposes. Each country has its own rules for defining tax residence. For more information on tax residence, please consult your tax advisor or check the OECD information readily available on the internet.

**Tax Information Number**  
 A Taxpayer Identification / Information Number (TIN) is a unique combination of letters and/or numbers assigned to the person or you/ your entity. Some countries do not issue a TIN, but may rely on other issued numbers such as social security/insurance numbers or company registration numbers for entities. You may need to provide these if requested. The OECD has published a list of the acceptable Taxpayer Identification Number (TIN) formats and their alternatives.

**Self-Certification Forms**  
 A completed self-certification form is used to confirm your tax residency status under the CRS.





## ملحق رقم (2)

### عقد التداول الموحد

يعتبر هذا الملحق جزء لا يتجزأ من عقد التداول الموقع بين الطرفين وتماماً ومكماً لباقي بنوده.

وقد التقت إرادة الطرفين بالإيجاب والقبول وتم الإتفاق على الآتي:

1. يقوم العميل بإخطار شركة الوساطة (إدارة الرقابة والإلتزام) على الأرقام أو البريد الإلكتروني المذكورين بعقد التداول في حال إكتشاف خطأ في تنفيذ أوامره عن كشف التنفيذات اليومي أو إكتشاف خطأ في التداول خلال أربعة أيام عمل من تاريخ التنفيذ. بعد الإخطار ستقوم إدارة الرقابة والإلتزام بالتحقيق في شكوى العميل والرجوع إلى تسجيلات أوامر العميل وإخطار العميل بنتيجة التحقيق وكيفية معالجة الخطأ إن وجد، وفي حال إنقضاء مدة الأربعة أيام عمل ولم يتم العميل بإخطار شركة الوساطة تعتبر كل التنفيذات نهائية وقاطعة وصحيحة، ويكون العميل ملزماً بها ولا يجوز الاعتراض عليها مستقبلاً.

الطرف الثاني (العميل)

الطرف الأول (الوسيط)

الإسم: \_\_\_\_\_

التوقيع: \_\_\_\_\_