

## BROKERAGE ACCOUNT AGREEMENT

Date  
(DD/MM/YYYY)

MCD Number

Client Type

Individual  Non-Individual  Mutual Fund  Other

Individuals

Full Name (First. Middle. Last)			
ID Number			
Residence Permit No.	Date of Birth D/M/Y / /	Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female
Passport No.			Nationality
Issuing Place	Issuing Date D/M/Y / /	Expiry Date D/M/Y / /	
Full Address			
P.O.Box	Postal Code	City	Country
Home Telephone	Home Fax	Mobile Number	
Email Address			
Occupation	<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed	Years of experience in stock market	
Employer Name			
Employer Address	City	Country	
Business Telephone	Business Fax		
Investment Objective	<input type="checkbox"/> Periodic Revenue <input type="checkbox"/> Short Term Capital Profits <input type="checkbox"/> Long Term Capital Profits		
Current level of annual income (RO)	<input type="checkbox"/> < 25,000 <input type="checkbox"/> < 50,000 <input type="checkbox"/> > 50,000		
Current market value of existing portfolio (RO)	<input type="checkbox"/> < 100,000 <input type="checkbox"/> < 500,000 <input type="checkbox"/> > 500,000		
Initial amount of investment you propose to make in the stock market (RO) :			
Current outstanding loans and liabilities if any :			
What is your tolerance for short term fluctuations in the value of your portfolio?	<input type="checkbox"/> None <input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High		
Number of dependents :	<input type="checkbox"/> Zero <input type="checkbox"/> 1-2 Persons <input type="checkbox"/> 3-4 Persons <input type="checkbox"/> 5 or More Persons		

Minors (Father or Guardian)

Full Name (First. Middle. Last)			
ID Number			BM Number
Residence Permit No.	Date of Birth D/M/Y / /	MCD Number	
Passport No.			Nationality
Issuing Place	Issuing Date D/M/Y / /	Expiry Date D/M/Y / /	
Full Address			
P.O.Box	Postal Code	City	Country
Home Telephone	Home Fax	Mobile Number	
Email Address			
Occupation	<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed	Years of experience in stock market	
Employer Name			
Employer Address	City	Country	
Business Telephone	Business Fax		
Current level of annual income (RO)	<input type="checkbox"/> < 25,000 <input type="checkbox"/> < 50,000 <input type="checkbox"/> > 50,000		

Signature

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**Non-Individual**

Full Name		Type	
Commercial Registration No.	Issuing Place	Expiry Date (DD/MM/YYYY)	
Name of contact person			
Full Address			
P.O.Box	Postal Code	City	Country
Telephone	Fax	Mobile	
Email Address			

**Mutual Fund**

Country of Incorporation		Fund Type	
Commercial Registration No.	Issuing Place	Expiry Date (DD/MM/YYYY)	
Name of Fund Manager			

**Bank Account Details**

Bank Name		Account Number	
Branch	City	Country	

**Power Of Attorney Or Authorized Person, If Any**

Full Name (First. Middle. Last)			
ID Number			BM Number
Residence Permit No.	Date of Birth D/M/Y / /	MCD Number	
Passport No.			Nationality
Issuing Place	Issuing Date D/M/Y / /	Expiry Date D/M/Y / /	
Full Address			
P.O.Box	Postal Code	City	Country
Home Telephone	Office Telephone	Mobile Number	
Email Address			
Validity period of the authorization			

**Related Party**

<input type="checkbox"/> Staff of a brokerage company	<input type="checkbox"/> Staff of a public company	<input type="checkbox"/> Staff of MSM/CMA
<input type="checkbox"/> Other (please specify):		
Designation:		

**Communications**

Dealing Instructions by	<input type="checkbox"/> Telephone	<input type="checkbox"/> Fax	<input type="checkbox"/> Email
Receipt of Trade Confirmation	<input type="checkbox"/> SMS	<input type="checkbox"/> Fax	<input type="checkbox"/> Email
Preferred Language for Account Correspondence	<input type="checkbox"/> English		<input type="checkbox"/> Arabic
Required Frequency of Statements of Account	<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly

**Obligations**

You hereby request the opening of a Brokerage Account(s) with EFG HERMES OMAN LLC. You acknowledge that (i) all information and documents provided by you remain current, accurate and valid, (ii) you will promptly and fully disclose any material change in any information relevant to this application or any Brokerage Account, (iii) no material fact or circumstance has been or will at any time be withheld and (iv) the opening, operation and maintenance of any Brokerage Account gives rise to legally binding obligations and (v) by signing this application you contractually agree to be legally bound by all such obligations, as from time to time amended or modified in accordance with Applicable Laws.

You hereby undertake to abide by the Regulations and any other Applicable Laws and authorize EFG HERMES OMAN LLC to execute orders for trading in Securities on your behalf as per your instructions received by us when placing such orders and you further authorize us to perform all other acts in accordance with the terms and conditions in the Agreement governing the Brokerage Account and related matters. This acknowledgement is irrevocable.

You understand fully the nature of the Trade to be carried on by you. In particular, you understand that any Trade can involve significant risks and that the value of your investments may go down as well as up.

You hereby authorize EFG HERMES OMAN LLC to carry out any procedures as deemed appropriate by it as per the MSM rules and regulations, including the selling of Securities in your account if you fail to settle your financial obligations to EFG HERMES OMAN LLC in accordance with the Regulations issued by the CMA.

You hereby undertake to pay all commissions, fees, penalties and any resulting differences in the Securities prices that may become payable by you from time to time in respect of a Trade entered into by you or on your behalf. You hereby authorize EFG HERMES OMAN LLC to record, archive and distribute to any relevant affiliate, which may be located in Oman or abroad, any verbal or telephonic orders/instructions, or any discussions in respect of any traded Securities. You acknowledge that you have received the Brokerage Account Agreement, that you have fully read and understood its contents, and that you agree to be contractually bound by its terms.

**Required Documents:**

**• For Individuals: (Copies of the following)**

- ID or Passport of holder/father/Guardian/Power of Attorney.
- The Power of Attorney, or attested Custody Order (if any)

**• For Non-Individuals:**

- Board Resolution authorizing opening a Brokerage Account.
- Names of Partners / Directors and their contact details. i.e. Telephone, fax and mobile numbers.
- Information about an authorization of Government companies or establishments (if the Client is a Government company or establishment)
- Copy of the Commercial Registration Certificate and current up-to-date computer printout  
 (in case of Omani Corporate Concerns) and the Constitutive Contract along with its amendments.
- In case of Omani or GCC Company's copy of the specimen signature card filed with the concerned authority.

**Authorized Signature**

Name

\_\_\_\_\_

Date  
 (DD/MM/YYYY)

\_\_\_\_\_

Signature  
 Specimen  
 (1)

Signature  
 Specimen  
 (2)

**For Internal Use**

Account Officer

Branch Name

Compliance Officer

Managing Director

\_\_\_\_\_

**BROKERAGE AGREEMENT**

This Brokerage Account Agreement (hereinafter referred to as "the Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_  
 Between

(1) EFG HERMES OMAN LLC having address at P.O. Box 1857, PC 114, Jibroo, Sultanate of Oman (the "Broker");

And

(2) \_\_\_\_\_

Holding passport number \_\_\_\_\_ / having commercial registration number \_\_\_\_\_

and having an address at \_\_\_\_\_ (the "Client");

(The Client and the Broker are collectively referred to as the "Parties" and individually as a "Party")

**Recitals**

(A) Whereas the Broker is a company registered in accordance with the laws of the Sultanate of Oman and licensed by the CMA, to act as a financial broker and an agent for commission on the MSM.

(B) Whereas the Client wishes to Trade in local Securities listed on the MSM and in any other legal instruments approved by the CMA as the case may be.

(C) Whereas the Broker has agreed to act as a financial broker and an agent for commission in accordance with instructions issued by the Client on the basis that the Broker shall be considered as an agent of the Client in executing, orders for selling and buying of Securities in accordance with the Applicable Laws.

Now therefore, the Parties have in consideration of the mutual promises hereinafter set forth agreed with their full legal competence and free will to enter into this Agreement on the terms and subject to the conditions set out below:

**1. Definitions And Interpretations**

1.1. The following words and terms shall where not inconsistent with the context have the following meanings respectively:

<b>"Applicable Laws"</b>	Means any, decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law), order, treaty, code, regulation (including any of the foregoing relating to the CMAL) or any interpretation of the foregoing, as enacted, issued or promulgated by any governmental authority of the Sultanate of Oman, including amendments, modifications, extensions, replacements ore-enactments thereof.
<b>"Brokerage Account"</b>	Means an account opened under this Agreement.
<b>"Client"</b>	Means the individual or corporate person that is a Party to this Agreement with the Broker.
<b>"CMA"</b>	Means the Capital Market Authority of the Sultanate of Oman.
<b>"CMAL"</b>	Means the Capital Market Authority Law of Oman promulgated by RD No. 80/1998.
<b>"MSM"</b>	Means the Muscat Securities Market of the Sultanate of Oman
<b>"MCD"</b>	Means the Muscat Clearing and Depository SAOC.
<b>"MCD Number"</b>	Means the identification number assigned to the Client by the MCD.
<b>"Regulations"</b>	Means the rules and regulations of the MSM as specified from time to time.
<b>"Securities"</b>	Means all stocks, shares, options, futures and bonds, listed or to be listed on the MSM.
<b>"Trading" or "Trade"</b>	Means buying and selling of Securities on the MSM.

1.2. Unless the context otherwise requires:

- References to singular shall include plural and vice versa;
- References to male shall include female and vice versa as appropriate; and
- The phrase "in writing" includes messages received by letter, email, fax or any other means resulting in permanent readable message.

1.3. The entirety of the brokerage account opening form, including the recitals, the cover and attachments to this Agreement are considered an integral part hereof and shall be read as one for all purposes.

1.4. The Parties shall implement this Agreement in good faith as per its provisions and in accordance with Applicable Laws.

**2. Acknowledgement**

2.1. The Client acknowledges that:

- It has a valid MCD Number;
- In case of it being an individual, it has attained the age of majority and has the legal capacity to enter into this Agreement and fulfill its obligations;
- In case of it being a company, the commercial registration of the Client remains current and valid (as per the laws of the country in which the company is established) and it has the authority to enter into this Agreement and fulfill its consequent obligations, and the person signing this Agreement on behalf of the Client is duly authorized to act for and is authorized to issue the necessary instructions for and on behalf of the Client.

2.2. The Client confirms and undertakes that the information provided by it to the Broker in the brokerage account opening form and any documents submitted is true and complete and that it has not concealed any relevant information from the Broker of which the Broker should be made aware. The Client undertakes to notify the Broker immediately in writing of any changes to the information provided in the brokerage account opening form.

2.3. The Client declares that (i) it is fully aware of the nature of business and trading requirements in Securities; (ii) it understands the technical terms used in Trading; (iii) the Securities prices are constantly volatile and it is aware of the risks involved in Trading which may result in unexpected and significant losses, and (iv) it is willing and financially capable of bearing any losses without any responsibility or liability being attributable to the Broker.

**3. Regulatory Actions**

3.1. The Client is aware and agrees that the Broker shall not be held responsible for any consequences that may arise from the execution of any Trade order if the MSM or any governmental authority modifies, cancels or materially affects a transaction for any reason whatsoever.

#### 4. Client's Orders And Instructions

- 4.1. The Client shall quote its Brokerage Account number while issuing any orders to sell or buy any Securities.
- 4.2. The Client shall deposit with the Broker the amount of the Trade, to be executed, in its Brokerage Account prior to the Broker affecting the Trade and/or the Client undertakes to settle its obligations as per the settlement Regulations of the MSM.
- 4.3. If the Client decides to enter a Trade or issue an order concerning a Trade on its account, such instructions if oral shall either be made through recorded telephonic conversation or followed by written instructions to the Broker.
- 4.4. In case instructions are received by the Broker over the phone, the Client shall provide all necessary information to enable the Broker to recognize the Client's identity. Instructions by fax message shall be signed by the Client or its authorized representative. The original fax message shall be forwarded to the Broker without delay through first class mail or by hand. If the information required is not clear in the fax message, the Broker may not execute the Trade. In all cases, the Client shall mention its MCD Number and Brokerage Account number.
- 4.5. The Client shall provide the Broker with full details of the Trade it wishes to execute, and provide the details for every confirmation/change.
- 4.6. Any communication dispatched by the Client to the Broker shall not be binding on the Broker until such it has actually been received and accepted by the Broker.
- 4.7. The execution of Trades by the Broker shall at all times be in accordance with the Client's orders, subject to the MSM Regulations and the Applicable Laws.
- 4.8. The Client acknowledges that if the market conditions are volatile, it may require the Broker to contact the Client prior to the Broker executing any order issued by the Client. However the Broker is not obliged to contact the Client and may execute the Trade as per the orders received from the Client. If the Broker decides to contact the Client, and is unable to reach it due to the Client's absence or communication problems, the Broker is committed to act as per the orders received from the Client. In such cases, the Broker shall not be responsible for any loss incurred by the Client.

#### 5. Clearing And Settlement Services

- 5.1. When receiving orders from the Client to execute any Trades, the Broker shall endeavor to execute the order(s) as soon as possible, taking into consideration the prevailing market conditions.
- 5.2. The Broker shall not take any action to execute the Client's order to purchase any Securities unless the Client has sufficient funds in the Client's Brokerage Account or the Client agrees to settle its obligations as per the settlement Regulations of the MSM.
- 5.3. The Broker shall keep accurate records for all Trades executed on behalf of the Client as per its orders.
- 5.4. The Client acknowledges that when the Broker provides clearing and settlement services in accordance with this Agreement, the Broker is acting as a commission agent for the Client. The Client also acknowledges that the Broker is not obliged to exercise its own judgment but to act as per the Client's orders. Therefore, all Trades executed on behalf of the Client and all changes in the trading prices shall be the sole responsibility of the Client who shall bear liability associated therewith at all times.

#### 6. Fees And Commissions

- 6.1. The Client shall promptly settle all fees due and payable to the CMA, the MSM and the Broker in accordance with the Regulations and any decisions issued by the CMA and the MSM with regard to any executed buy and sell orders entered into for and on behalf of the Client shall be binding on the Client. The Client shall also be responsible for payment to the Broker of any commissions agreed upon between the Parties.

#### 7. Recommendations And Market Information

- 7.1. The Broker, by its own judgment or at the Client's request from time to time, may provide commercial recommendations or information about any Securities, either verbally or in the form of publications or periodical circulars.
- 7.2. Such information or recommendations made by the Broker shall not be considered to guarantee any expected performance of or return on any Securities, and any Trade executed based on such advice shall be at the sole risk and responsibility of the Client. The Broker shall not bear any responsibility or liability for any loss or damage resulting from such advice, recommendation and/or information made available by the Broker.

#### 8. The Client Undertakes, Confirms And Agrees That It Shall:

- 8.1. Bear all and any losses resulting from any Trade, and it will not claim any amount whatsoever against the Broker, except for claims directly attributed to gross negligence or fraud on the part of the Broker;
- 8.2. Bear all losses resulting from any misunderstandings or errors which may occur in any correspondence or communications by phone or fax between the Client, the Broker, the MSM and any other third party other than losses directly attributable to gross negligence or fraud by the Broker;
- 8.3. Indemnify the Broker against all claims, losses, damages and costs (including legal fees) which may be incurred, suffered or expended and/or result from or pertain to any action taken by or against the Broker as per this Agreement or by a third party or the CMA, unless where such claims, losses or damages are directly attributable to the gross negligence or fraud by the Broker;
- 8.4. Be responsible for settlement of any Trade executed by the Broker as per the Client's instructions. If the Client fails to do so, it shall indemnify the Broker against any loss incurred by the Broker;
- 8.5. Remain aware of the Regulations which stipulate that the Client shall pay for the shares purchased on its behalf within the time period provided in the Regulations. The Client is aware that if it fails to pay for the Securities purchased on its behalf the Broker shall notify the CMA about the details of the Trade and total amount payable by the Client. The CMA and/or the MSM may reject any such Trade, and require the Broker to dispose off the relevant Securities on the MSM at the best available price and settle the Trade with the original vendor. The Client agrees that it will be liable to pay the loss, if any, suffered by the Broker in executing such Trades and resulting sale of the Securities.

#### 9. Obligations Of The Broker

- 9.1. The Broker shall not be liable for any loss or damage whether direct or indirect resulting from any delay, or inaccurate transmission of orders, instructions, or other information due to the malfunctioning of communication systems. The Broker shall only be responsible for errors or actions which are due to the Broker's intentional gross negligence or fraud. The Broker shall not in any way be responsible for any acts of the MSM, the MCD or any other third party.
- 9.2. The Broker shall not be liable for loss of the Client's Securities resulting directly or indirectly from bankruptcy, placing under custody or liquidation of any clearing broker, or any member of the clearinghouse or any other entity.
- 9.3. The Broker shall undertake to notify the Client in writing whenever possible or by fax, telephone, email or any other means regarding every Trade executed on behalf of the Client. If the Client does not receive confirmation, the Client should contact the Broker prior to commencement of trading on the following day to confirm execution of the Trade order, failing which the Client shall be deemed to be aware of the Trade.
- 9.4. The Broker has the right to verify the availability of funds in the Client's Brokerage Account, prior to executing orders issued by the Client. The Broker may refuse to carry out any Trade due to the non-availability of sufficient funds in the Brokerage Account unless the Client provides the Broker with cash sufficient to execute the orders.
- 9.5. The Broker, in its sole judgment, may refuse to act on any instructions unless such instructions have been received by it in the form of written confirmation signed by the Client or its authorized representative.
- 9.6. The Broker shall provide to the Client monthly/quarterly/half yearly statement of all Trade orders executed by it on behalf of the Client.

**10. Netting**

10.1. The Broker may net off amounts due to it and amounts due to the Client from daily Securities sale and purchase transactions, for the Settlement of the Brokerage Account.

**11. Lien**

11.1. The Broker shall have a lien over the funds and the Securities in the Brokerage Account for so long as there exists any liability from the Client to the Broker.

**12. Proof of order for trade**

12.1. 12.1 The Client and the Broker agree that any of the following shall be sufficient evidence for the Broker to execute a Trade on behalf of the Client:

- a. Client's signature on the relevant Trade order;
- b. Recorded telephonic conversation between the Broker and the Client during which the Client issues its verbal order to the Broker; or
- c. Client's written order, received by the Broker through fax or by email if the Parties have agreed to use email and fax for the purpose of such communications.

12.2. All notices and correspondence sent by the Broker to the Client (regardless of how it was sent) shall be considered received personally by the Client at the time of dispatch. However, orders and correspondence sent by the Client to the Broker shall be considered valid when actually received by and agreed to by the Broker.

**13. Term and Termination of the Agreement**

13.1. The term of this agreement shall run for one year from the date on which an application accepted by the Broker was submitted with all supporting documents and shall be automatically renewed until it is terminated.

13.2. This Agreement may be terminated by either Party:

- a. On 10 days written notice to the other Party.
- b. Immediately upon a breach of the provisions of this Agreement by the other Party.

13.3. The Broker may not close the Brokerage Account and shall keep all previously submitted documents in accordance with the Applicable Laws. Termination of the Agreement shall not affect the Broker's ability to complete all outstanding or pending transactions committed to for and on behalf of the Client. The Broker shall not however following termination enter into any further obligations or transactions on behalf of the Client.

**14. Enforceability of the Agreement**

14.1. In the event that any provision of this Agreement is or becomes illegal, invalid or unenforceable as per any law or Regulation issued by any relevant governmental or regulatory authority in Oman, any such action shall not affect the legality, validity or enforceability of the remaining provisions of the Agreement.

**15. Correspondence**

15.1. All correspondence, communications and notices shall be sent to the address, phone number, fax number or email address (as the case maybe) as indicated below or to such other contact particulars as a Party may from time to time notify the other in writing:

If to the Broker:	If to the Client:
EFG HERMES OMAN LLC	Client name:
P.O. Box: 1857, Jibroo	Address:
Postal Code: 114	Tel No.:
Telephone: +968 2 476 0076	Fax No.:
Fax: +968 2 479 7471	Email:
Email: efghermesoman@efg-hermes.com	
omancomplaints@efg-hermes.com	

**16. Amendments**

16.1. The Broker and the Client may agree to amend any provisions of this Agreement provided it shall be in writing and signed by the Parties.

16.2. The Client shall be deemed to unconditionally approve any amendment or addition to any Clause or provision of this Agreement if so required by the MSM or the CMA in accordance with the Applicable Law.

**17. Applicable law and competent courts**

17.1. This Agreement shall be governed and construed in accordance with the laws of the Sultanate of Oman and the Regulations issued from time to time by the CMA. The Parties submit to the exclusive jurisdiction of the CMA and/or the Courts of the Sultanate of Oman as applicable in the circumstances of any given claim, dispute or differences which may arise hereunder.

**In witness thereof, this Agreement is duly executed by the Parties.**

Client name:	Signature:
Name of Custodian / Agent:	Signature:

Client's Number with MSM:

**Signed on behalf of EFG HERMES OMAN LLC**

Name:	Name:
Signature:	Signature:

