

BROKERAGE ACCOUNT AGREEMENT - INSTITUTIONS

Account Number

SDC Number

Basic Information:

Company Name:		Entity Type:
Place of Incorporation:	City:	Country:
Company Address:	City:	Country:
	Telephone:	Fax:
Email Address:		
Nature of Business:		
Statement Frequency:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
Orders By:	<input type="checkbox"/> Telephone	<input type="checkbox"/> Fax
	<input type="checkbox"/> Written	<input type="checkbox"/> Email
Investment Objective:	<input type="checkbox"/> Periodic revenue	<input type="checkbox"/> Short term capital profits
	<input type="checkbox"/> Long term capital profits	

Are any of the authorized signatories on this account currently employed by an institution in the field of securities brokerage or portfolio management in Jordan? Yes (Indicate below) No

Name of Individual: _____ Name of Company: _____ Position Held: _____

Are any of the authorized signatories, currently employed by EFG Hermes? Yes (Indicate below) No

Name of Individual: _____ Position held: _____

Does the company own more than 5% of any Jordanian company that is listed on the ASE? Yes (Indicate below) No

1- Company Name _____ Percentage Owned _____

2- Company Name _____ Percentage Owned _____

Tick the Appropriate Answer

- Are there any issues we should be aware of when you acquire new investments? Yes No

If yes, specify:

- What is your knowledge level regarding investing in the stock market? Simple Basic Good Expert

- What is your tolerance for short term fluctuations in the value of your portfolio? None Low Medium High

- What is the time horizon to achieve your investment objectives? < 3 years < 5 years
 < 10 years > 10 years

- How much do you expect to invest into your portfolio over the next 3 years in JOD? < 100K < 250K
 < 500K < 1 MILLION
 > 1 MILLION

General / Regulators

1. Please specify the authority that regulates and supervises your institution regarding Anti Money Laundering (AML)

2. Does your country regulatory body require all financial institutions to have AML and KYC procedures? Yes No
3. Does your institution have written AML policies and procedures? Yes No
4. If not, are they planned to be introduced? Please indicate the estimated date of implementation: / / Yes No
5. Is your institution compliant with AML and KYC regulations? If 'yes' since when? / / Yes No
6. Are your policies / procedures compliant with the Financial Action Task Force's (40 + 9) Recommendations? Yes No
7. Does your institution have audit, risk and compliance functions? Do you have an independent AML Officer? Yes No
8. Do your AML and KYC policies cover local branches, foreign branches, affiliates, and majority owned subsidiaries (both Local and overseas)? If 'No' please give / attach details of any units that are excluded: Yes No
9. Has your institution been subject to any investigation, indictment, conviction or civil enforcement related to money laundering or terrorism financing in the past five years? If 'yes' please attach details Yes No
10. Please state names of shareholders who directly or indirectly own more than 10% of your institution

1.	2.
3.	4.
5.	6.

Know your client (KYC) / Customer due diligence (CDD):

11. Does your institution undertake measures to verify the true identity of underlying beneficial owners, if any? Yes No
12. Does your institution verify the source of wealth / funds and the level of economic activity of your customers? Yes No
13. Does your institution "Risk rate" your customers based on criteria such as residence, volume and type of activity? Yes No
14. Does your institution apply enhanced customer due diligence on the customers identified as having a higher risk profile? Yes No
15. Does your institution obtain information about the client business (KYCB)? Yes No
16. Does your institution conduct ongoing due diligence throughout the relationship to ensure that customer's profile is up-to-date? Yes No
17. Does your institution verify that the information obtained from the customer is correct? Yes No
18. Does your institution obtain information on the purpose and intended nature of the business relationship? Yes No
19. Does your institution terminate the business relationship if a customer has failed to comply with CDD measures? Yes No
20. Do you have appropriate risk management systems to determine whether a customer is a Politically Exposed Person (PEP)? Yes No
21. Do your policies and procedures permit you to open or maintain anonymous accounts? Yes No
22. Do your policies and procedures permit you to conduct business with shell banks, i.e., banks which maintain no physical Presence in the country of their incorporation (except if a subsidiary of a regulated financial group)? Yes No
23. Does your institution comply with FATF Special Recommendation VII and ensure that full originator information is Included in all payments that you make? Yes No

Know your client (KYC) / Customer due diligence (CDD) Continued:

24. Does your institution have an established audit and /or compliance review function to test the adequacy of compliance with your AML/CFT policies and procedures? Yes No
25. Does your institution give a special attention to business relationships with institutions from countries not applying the FATF rules? Yes No
26. Does your institution ensure that credit / financial institution customers have adequate AML/CFT and KYC procedures in place? Yes No

Records Keeping:

27. Does your institution maintain a record keeping system and ensure keeping records obtained through the CDD measures during and after business relationship? Yes No

Suspicious Activities:

28. Does your institution have parameters to identify suspicious customers? Yes No
29. Does your institution have parameters for identifying payments / transactions related to persons / entities (appearing in relevant regulatory lists) suspected of terrorism? Yes No
- If 'yes' are
 Automated or Manual?

30. Does your institution have the parameters to identify suspicious transactions ? Yes No
31. Do you have policies and procedures to report suspicious transactions to the concerned authorities? Yes No
32. Does your institution protect employees if they report, in good faith, any suspicious transactions? Yes No

Training Staff:

33. Are your employees trained regularly for AML, account opening and KYC as well as updated with international findings? Yes No
34. Has your institution appointed a Money Laundering Reporting Officer? If 'yes' please provide the following: Yes No

FATCA questionnaire for Non Individuals

1- Is the Company incorporated in the U.S.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2- Is the Company Financial Institution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3- Does the Company have a Global Intermediary Identification Number (GIIN)? If answer to above is yes please mention it here	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4- What is the classification of your Firm under the FATCA regulations/IGA?		
5- Is your Firm located in IGA country or Non IGA country?		
6- Are any of the shareholders or beneficial owners (directly or indirectly own more than 10% controlling shares) of the company U.S. citizens or residents of the U.S. for tax purposes If answer to 6 above is "yes" please complete details of such shareholders /beneficial owners in the below details: <ul style="list-style-type: none"> • Name: • Address: • Ownership percentage:% • Tax Identification Number (TIN): 	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7- Does the Company have branch/s or affiliate in the US?

8- Is your firm sponsored by a sponsor registered with the IRS?
 If the answer is "yes" please complete the below details Yes No

- Name:
- Nationality:
- Address of the Sponsoring entity:
- GIIN:

Please note that EFG Hermes cannot provide any tax advice and if you are unsure about how to complete the form, please contact your tax advisor.

Name:		Signature & Date
Title:		
Telephone:	Fax:	
Mobile Number:		
Email :		

The Required Attachments

- 1- Certificate of incorporation
- 2- Copy of memorandum and articles of association
- 3- Copy of commercial register
- 4- Prospectus
- 5- Board resolution addressed to EFG Hermes Jordan requesting the opening of the account
- 6- Board approved list of authorized signatories with specimen of signature
- 7- Company stamp
- 8- Copies of the passports of the authorized persons
- 9- Shareholding structure or name and addresses of the shareholders owning more than 10% of the capital in case of the public company

Authorized Signature

I / We request to open a Securities Trading Account with EFG Hermes Jordan for purchase, sale and trading of securities in Amman Stock Exchange / Amman Bourse through the Company. I / We confirm that all information given in this application is true and complete as well as all the attachments related to this application. I / We hereby undertake to adhere to the prescribed rules and regulations of the Company, and undertake to pay the full obligations due against the account of whatever amounts.

Signature Specimen:	Signature Specimen:
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Personal Details (First Authorized Person)

Name: (First. Middle. Last)		
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Nationality:	Date of birth: / /
Identification Number:	Type: [ID, Passport, etc ...]	
Issuing Date: D/M/Y / /	Expiry Date: D/M/Y / /	Issuing Place:
Home Address:		City: Country:
Home telephone:	Home Fax:	Mobile number:
Email Address:		
Profession:	Title:	Number of years at Current position:
Company Name:		Company Field:
Business Address:		City: Country:
Business Telephone:		Business Fax:

Authorized Signature:

Personal Details (Second Authorized Person)

Name: (First. Middle. Last)											
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female				Nationality:				Date of birth: / /			
Identification Number:						Type: [ID, Passport, etc ...]					
Issuing Date: D/M/Y / /				Expiry Date: D/M/Y / /				Issuing Place:			
Home Address:								City:		Country:	
Home telephone:				Home Fax:				Mobile number:			
Email Address:											
Profession:				Title:				Number of years at Current position:			
Company Name:								Company Field:			
Business Address:								City:		Country:	
Business Telephone:								Business Fax:			

Authorized Signature:

Bank Account Information

Bank Name:			Branch:			country:		
Account Number:			Account Name:					

For Internal Use

Handling Officer	Account Officer	Compliance Officer	Managing Director
_____	_____	_____	_____

Account Opening Agreement

First party:

EFG HERMES JORDAN & authorized signatory for this agreement Mr.
 Address: building No. 85 Al sharif Nasser Bin Jameel St. Shmesani - P.O Box 930116 Amman , 11193 Jordan **T:** +962(6)5543200/2/3, **Fax :** +962(6)5543206/7

Second Party:

Client Name			
Account No.		Applacation Date (DD/MM/YYYY)	Application No
Client Type	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporate	<input type="checkbox"/> Institutional (eg.NGO)
Account Type	<input type="checkbox"/> Individual	<input type="checkbox"/> By Power of Attorney (POA)	<input type="checkbox"/> By Trustee
Postal address:		P.O box:	

Whereas the company is specialized, licensed, and registered by both the companies control department & Jordan securities commission according to applicable laws and regulations, to purchase, sell and trading in securities at Amman Bourse.

Whereas the client wishes to deal (purchase and sell) in negotiable securities in Amman bourse, and hereby gives the company a general, absolute authorization to sell and/or buy securities by the name or on behalf of the client in accordance with the applicable laws, regulations, and pursuant to this agreement & any amended regulations may pass from the company from time to time.

Now, therefore, the parties here to agree as follows:

1. For the purpose of this agreement, the above preambles along with any appendixes or related regulations issued from the company and legally informed to the client, constitute an integral part of this agreement and shall be ready with it.
2. The client hereby gives the company a general, absolute authorization on its sole discretion, judgment and opinion to deal in securities (sell and/or buy) for his account (the client) based on verbal or telephone instructions or by any acceptable means of communications and the client authorizes the company to record all the received telephone calls for any authorization either for the client's account or any other party under his custody for all/or part of the securities mentioned in the verbal authorization and these records may used as evidence in the event of a dispute.
3. The client undertakes not to give the company any order to sell any mortgage and/or pledged and/or not owned securities for any reason, and the client agrees that he/she is solely liable to settle up any arrears, payments, commissions, fees, benefits, expenses, considerations, prices differences, and any other cost acquired from selling of said securities, and he/she is the sole responsible for this illegal selling transaction and any moral, immoral or any related damages may appear.
4. The client hereby admits that all sell and purchases transaction carried out from the company on behalf of the client may result in expected tangible or intangible losses, and the client hereby declares that the company is not responsible for any losses that the client or any third party may incurred as a result of his actions, conducted by the company pursuant to the client instructions.
5. The client hereby declares that all details & information submitted in the application form and all other documents and attached herewith documents are correct, complete and true, and the client undertakes to notify the company immediately with any amendments or alterations may occur.
6. Notwithstanding the client is commitment to settle the value of the securities that he/she wishes to buy through the company before the purchase transaction in addition the charges related thereto, the client, in case of not settling the value in advance, undertakes not to dispose of the securities that have been bought for his account by selling or pledging them, that expect via the company or after settling the whole and every amount that are due on the client for the company. The company shall be entitled to dispose of the securities deposited with the center, under its control, to settle any unpaid claims in the price and method. The company consider suitable (and this is considered as authorization to the company to conduct such action without the need for the client written consent, subject to notifying him of the said action). Moreover the client undertakes not to give any purchase order for any securities that he could not to pay its value upon buying them.
7. The client hereby undertakes to settle up any arrears and/or payments and/or commissions and /or fees and/or expenses and/or price differences and/or fines related to any purchase transactions made in his/her name.
8. The client authorizes the company to accomplish and sign in behalf of him/her in relation to all transactions of sales and purchases of securities at Amman Bourse and securities depository center.
9. The client undertakes to provide the company upon its request, with any documents, forms, papers related to his dealing with the company.
10. The company is entitled to % commissions for each transaction, (sell/purchase) subject to the upper and lower limits specified by Jordan securities commission regardless of the profit or loss of the transactions. The rates of commission may change by the company on its sole discretion from time to time and shall be notified to the client 14 business days prior to the said change, unless the commission amendment is enforced by the Jordan securities commission, in such case, the change will come into effect from the date set by the JSC.

Account Opening Agreement Continued

11. The client hereby gives the company an absolute authorization to settle any of his/her rights and obligations toward the company, and to debit any his/her account with any payment commitments to the company and to sell securities purchased/or owned by the client in case he/she did not settle any due payments after 3 days from the due date, and/or at any time deemed by the company to be appropriate for such transaction without the need for further written authorization.
12. Against the company's commitment to its obligations in accordance to this agreement, the client undertakes to pay any exchange, differences expenses and fees, imposed by the company and attached to this agreement upon the company's request, and which the company have the right to change or amend from time to time.
13. The company is not legally or financially responsible towards the client or any third party in relation to the actions or acts that company undertakes upon the client orders and pursuant to the terms of this agreement, securities law, regulations and rules related to, and the rules issued from the company from time to time regarding securities transactions.
14. The company undertakes to allocate to the client account number to be used by the company in all his securities transaction.
15. The company undertakes to provide the client with a quarterly statement of account or upon his request reflecting the movement and the balance thereof, which will be considered true and valid unless the client object in writing within 15 calendar days from issue date.
16. Both parties undertake to adhere to prescribed laws, rules, regulations & rules issued by the company, and all disputes arising out of or in connection with the present agreement shall be finally settled in an amicable manner, and if it has not been settled amicably within one week, both parties undertake to finalize the disputes according to procedures applied by the Jordanian capital market institutions.
17. The books and registers of the company are final and binding documents to prove any issue, amount or exchanged correspondences or faxes or telex or e-mails as long as it is related to this agreement.
18. All correspondences between the parties should be made to the address mentioned here of. The company's inward and outward mail records are final and binding to prove any issue. In case of change of address of either party, the concerned party shall immediately notify the other party of the changes in writing, otherwise the above-mentioned address will continue to be his official address.
19. The company will not liable nor it is responsible for any kind of loss or damage arising out of failure, interruption or delay in performing its obligations under this agreement, where such failure or delay is due to force major or any act of God, or negligence or default of the client, and the company shall not bel liable due to delays in the client's order or the incoming information from the market.
20. The principles and rules of the professional code of conduct applied by the company shall be considered as an integral part of this agreement.
21. The client acknowledges that he/she has understood all the above terms and conditions of this agreement, and understands that securities trading business carries risk and may incur losses.
22. In case the client for any reason becomes incapable of carrying out the terms of this agreement or any of his duties, the company may terminate this agreement by sending a written notice to the client before 30 days from termination date of the agreement.
23. This agreement shall come into force in.... /..../..... and ends on the date of .../.../.... The agreement renewed automatically unless either party notifies the other party about his desire to terminate this agreement before 30 days from the termination date.
24. This agreement consists of 24 articles including this article, and the revoking or illegality of any of its terms will not affect the validity and legality of it or any of its other terms.

Company Name: EFG Hermes Jordan

Client Name

Signature

Signature

Date

Date

To M/S EFG Hermes Jordan,

I, as (Managing Director or specify other title) of(name of company) a corporation duly organized & existing in good standing & under the laws of(name of country), hereby to certify to EFG HERMES Jordan, that a meeting of the Board of Directors of said corporation was duly called & held at its office on.....(date) & that at said meeting a quorum was present allowing Board voting, & that the following resolutions on notions duly made & seconded were adopted & are now in full force & effect.

1- (Name of company) authorized EFG-HERMES Brokerage Jordan to open an account with it & to apply to the competent authorities for obtaining an investor number for us .

2- I am the undersigned, authorized person for & on behalf of the Company to authorize & EFG-HERMES Jordan any information or documents, which it may need to open an account with it & conduct any operations through the account.

3- I do hereby authorize the persons mentioned below to take all necessary decisions for implementing any operation through the company's account with the EFG-HERMES Jordan in accordance with the conditions set forth herein.

Name	Capacity	Signature

It is understood that the powers & signature limits of the above mentioned persons are as follows (please indicate if any)

.....

EFG-HERMES Jordan shall be entitled to follow up any instructions sent to it through the above mentioned authorized employees & / or any of them in the manner determined in the contract concerning any operation pertaining to the company.

Name of authorized signatory	Capacity	Signature
Company's Stamp		

