

ONLINE TRADING AGREEMENT

CUSTOMER DETAILS

Name :

MAC Sharaf File No. :

CUSTOMER ACCOUNTS

Please link the following accounts mentioned below to the Online Trading service

MAC Sharaf DFM Trader Number :
.....

MAC Sharaf ADSM Trader Number :
.....

TERMS AND CONDITIONS OF AGREEMENT

The Online Trading Agreement that follows is in addition to the terms of trading and any other agreement between you and MAC Sharaf Securities (U.A.E.) LLC.

In this Agreement, the following terms shall have the meanings indicated opposite thereto below:

“**MSS**” means MAC Sharaf Securities (U.A.E.) LLC.

“**Customer**” means any natural or juristic person who sets up an account under his/her name with MSS and subscribes to its Online Trading Service.

“**Online Trading Service**” means services provided by MSS for execution of local shares trading transactions placed by the Customers via the Internet.

“**Account**” means customer account opened with MSS for trading in local shares.

“**Market**” means Dubai Financial Market (DFM) and Abu Dhabi Securities market (ADSM)

1. Use of Online Trading Services.

Online Trading Services include all means through which you place an order, view financial or non-financial information, and use all tools and features provided in MSS’s platform within your account.

These services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small-business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices (collectively the “Access Devices”).

These services do not constitute solicitation of any offer to buy or sell any financial instruments

2. Risks of Electronic Trading

The Customer acknowledges and accepts all the risks associated with such services including but not limited to:

- Delays occurring in the execution, cancellation or modification of the orders.
- Difference in price at which the order was actually executed in the Marketplace and the price displayed in the Marketplace or on the Access Device at the time of placing the order.
- Failure of system or component resulting in the loss of orders or order priority
- Delay in receiving reports from the Marketplace regarding the status of transactions.
- Security risks in relation to the interference or breach of system by hackers or third party.
- Loss of passwords / unauthorized access to the Customer Accounts
- Rejection/ refusal of order due to insufficient account balance or unclear /incomplete order instructions.
- Any other system related risk commonly identified by accepted industry professionals.

You expressly agree that the use of Online Trading Services is at your own risk. Neither MSS nor any its employees or representatives be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the risks mentioned above even when MSS, or representatives thereof, are advised of the possibility of such damages, losses or expenses

3. Restrictions on Trading

MSS may at any time, in its sole discretion but for justified reasons and without prior notification or liability, decline your instruction or order, terminate this Agreement or prohibit or restrict you to trade in a particular financial instrument in your Account.

4. Customer Responsibility for User ID, Password and Account Access

MSS shall assign one User ID and Password to each Customer account and the same shall be communicated via e-mail. Password must be changed by the Customer immediately on first log on. In the event of a joint account, all joint account holders will be considered as co-owners of the Account's user ID and the Password. Each account holder shall be responsible for the use and maintenance of the confidentiality of the user ID and the Password. Any use of the Customer's user ID and Password shall be deemed as having been duly authorized by the Customer.

The Customer shall immediately report any loss or theft of its user ID or Password, or any unauthorized access to the Customer's Account verbally with an e-mail to follow at online@mac-sharaf.com. The Customer will be solely responsible for all instructions and inquiries actually made or which may be made until the MSS receives written confirmation and acknowledges receipt of the notification.

5. Account Monitoring and Responsibility for Account Accuracy

MSS may monitor and/or record and of your communications electronic or otherwise, with MSS and use the same for any purpose MSS deems appropriate, as permitted by law. Customer accepts full responsibility for monitoring his Account at all times and in particular, agrees to monitor each open order until MSS confirms an execution or cancellation of the order to him. Customer shall validate his Account and the accuracy of the placed orders and immediately inform MSS by telephone or email of any discrepancies he may find. MSS shall not be held liable with respect to claims pertaining to the heralading or loss of any order if he fails to immediately, but in any event not later than two days, notify MSS of the occurrence of any of these events. All Account statements shall be deemed accepted and accurate one month after their issuance unless the Customer duly notifies MSS with sufficient evidence supporting assertion.

6. Cancellation and Modification Requests

MSS cannot guarantee that the request to cancel or modify an order placed by the Customer will be effective, regardless of whether such a request was submitted prior to receiving notice that the order was executed or not. In such a case the Customer shall be bound by the execution of the original order. If the Customer makes a decision relying on the cancellation or modification request before receiving notice of cancellation or modification from MSS, he will do so at his own risk and agree that he will in no way hold MSS or any of its representatives responsible for any expenses or losses incurred in doing so (including, without limitation, damages for lost profits or trading losses). MSS has the full discretion to provide an order-by-order best execution order routing option whereby the MSS system attempts to seek the best available terms for the Customer's order.

7. Compliance of Market Regulations

Customer shall at all times comply with the relevant rules of the Market. MSS shall not be liable for damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expense due to fines or penalties imposed for any trade placed by the Customer unless MSS has acted in gross negligence. If MSS receives any notice of a fine or penalty from the Market, MSS shall have the authority to deduct such fine or penalty from the Customer's account prior to notifying the Customer of such deduction. Customer shall have two weeks from the date Customer receives the notification of the fine or penalty during which to contest such deduction with MSS.

8. Fees and Commission

MSS will charge the customer with the required fee as may be agreed from time to time in consideration for subscription to Online Trading Service. MSS reserves the right to alter any fees at anytime immediately after notification to the Customer who hereby authorizes MSS to charge the fees to their accounts held with MSS. Commission @ 0.275% will be charged per transaction subject to the minimum prescribed by the SCA (Securities and Commodities Authority) rules and regulations.

9. Termination

MSS reserves the right to terminate the Customer's access to its Online Trading Services in its sole discretion, without notice and without limitation, for reasons including, but not limited to, the unauthorized use of Customer's User ID or Password, breach of this Agreement, discontinuance of MSS's access to any information from any information Provider and termination of one or more agreements between MSS and any of its representatives.

10. Indemnification

Customer agrees to defend, indemnify and hold MSS and/or its representatives harmless from and against any and all claims, losses, liability costs and expenses (including, but not limited to, attorneys' fees) arising from his violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including, but not limited to, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

11. Force Majeure

MSS cannot be held liable for any liability, costs, damages or loss caused directly or indirectly by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, financial instrument failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the

Customer from entering, cancelling or modifying an order or prevent MSS from acting on an online order or instruction, or other events or conditions beyond MSS's control.

12. Modifications

MSS reserves the right to alter this Agreement at any time but will notify the Customer of any alteration in advance of the effective date. Continued utilization of the Online Trading Service by the Customer constitutes acceptance and agreement of such alterations.

13. Governing Law

This Agreement is subject to and shall be governed by the laws of the United Arab Emirates.

DECLARATION AND CONFIRMATION

I/ We undersigned hereby authorize MAC Sharaf Securities (UAE) LLC to transmit my password to my e-mail given.

I/We confirm that the above information to be true and complete.

I/We further confirm that I/we have received, read and understood the terms and conditions of MAC Sharaf Securities (UAE) LLC and agree to bound by them.

First Applicant

Second Applicant
 (In case of joint account holders)

Name:

Name:

Signature:

Signature:

Date:

Date: