



Investor No.	_____
Customer name	_____
Mobile No.	_____
Email	_____
User name	_____
1 st choice	_____
2 nd choice	_____
3 rd choice	_____

Online Trading- Terms & Conditions

WHEREAS:

- Gulf Baader Capital Market SAOC (GBCM) is a licensed company by Capital Market Authority (CMA) and registered securities broker with Muscat Securities Market (MSM). GBCM has established a facility, which enables their clients to buy/ sell securities that are listed for trading on MSM online through the interest and may in the future enable registered users to buy and sell securities that are listed for trading on other markets.
- The client is desirous of availing of GBCM's online Services which GBCM has agreed to permit on the terms and subject to the conditions set out in the agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

in this Agreement:

"Derived Information" means any part of the information or any date derived in any way from the manipulation of the information or any part of the information:

"client Account" means the securities account referred to in Clause 4 (a) & (b).

"GBCM Online Services" means all or any of the online trading services provided by GBCM which can be accessed through GBCM website.

"GBCM web site" means the site established the internet domain <https://www.egbcm.com> established and maintained by GBCM.

"Information" means information including (but not limited to) stock markets information, news,, updates, analyses, data and research materials relating to securities to which the customer has access from time to time:

"information Providers" means GBCM and its related corporations. and independent providers of news, research and reporting services:

"instruction" means an instruction given to GBCM by a Customer through in GBCM web Site

"Bank Account" means a designated bank account that the Customer shall deposit funds for investment in securities:

"Log-on ID" means a unique designation issued by GBCM to the Customer, pursuant to this agreement, which when used in conjunction with the password enables the Customer to access the GBCM website and use the GBCM online Services:

"online" means via any information technical system used for GBCM Trading from time to time including but not restricted to the Internet:

"password" means the secret password selected by the Customer for assessing the Trading Site:

I hereby accept all terms and conditions of GBCM online services mentioned in this form and terms and conditions mentioned in the Account opening form signed by me / us.

Customer Signature: _____

"Securities" means securities, which are offered for trading through the GBCM online Service:

"Specified" means displayed on or via GBCM website. and

"Submit/Submission" means the submission of information by the Customer to GBCM through the GBCM online Service

2. Commencement

this Agreement shall commence on the date mentioned hereinabove and shall remain in force and effect until the same is terminated by either the customer or GBCM as the case may be in accordance with the provisions of Clause 15

3. Limited Right of Access

Whilst this Agreement is in force the Customer shall have a limited non transferable non-exclusive right to access the GBCM website for the purpose of using the GBCM online Services, the Customer acknowledges that GBCM shall be entitled to suspend or terminate Customer's access to the GBCM website and the GBCM online Services at its sole discretion.

4. Registration and Account Opening

- Pursuant to the execution of this Agreement. The Customer shall open trading Account with GBCM in which the securities purchased through GBCM shall be registered and held in customer name and into which the Customer shall deposit funds for purchase of securities and GBCM will credit the sale proceeds of any securities sold through GBCM including but not limited to GBCM online service by the Customer: and
- Upon completion of the registration and account opening, GBCM shall provide the Customer with an initial log-in ID through/Via Email and Password which shall be given to the Customer through SMS to his/her registered mobile number and GBCM trading account will be activated with a period of 24 hours thereafter in order to access and use GBCM online services, the Customer will need to log on to the GBCM website using his Log-in ID and Password.

5. Authorizations

- The Customer authorizes GBCM to:
 - Execute transactions for sale and/ or purchase of securities on the MSM on the Customer's behalf consonance with instructions entered by the customer through the GBCM online service. the Customer acknowledges that all liability for transactions entered into by GBCM online services pursuant to such instructions is that of the Customer:
 - Accept and make the payment related to Customer's transactions:
 - Debit any sum due to GBCM under this Agreement in respect of fees, commissions and other charges from funds in the customer's account. In the event that funds available in the customer's account are insufficient to settle the amounts due to GBCM, GBCM shall have a lien over securities held in the customer's account for recovery of all sums due to it.
 - Debit any fees that may be agreed to in future between GBCM and the Customer for each transaction of the customer's account. and
 - Give references or other information about the Customer and the customer's trades to third parties that are regarded proper by GBCM.
- The Customer agrees to ratify and confirm all actions carried out by GBCM on the instructions of the Customer.
- the Customer further agrees that GBCM shall have the right (but not the obligation) to request written confirmation of the Customers instructions before acting on any instructions from the customer or its' authorized representative(s).

6. Access to and use of the GBCM website and the GBCM Online Service

- Upon accessing the GBCM website by using his/her its Log- in ID and Password, the Customer shall be deemed to have designated the combination of his login ID and Password to be his/her/ its signature for purposes of all subsequent actions performed or instructions given through the GBCM website and without prejudice to the generality of the forgoing. The Customer hereby expressly authorizes GBCM to:
 - Process any instructions received through the GBCM website as if the Customer had given those instructions is writing

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- ii. Disclose information in respect of any account of the Customer with GBCM in accordance with any request for that information made via the GBCM website: and
 - iii. Make available to the Customer any other GBCM online services or site that may be accessible through the GBCM website.
- b) The Customer shall be solely responsible for preserving the confidentiality of the log-in ID and Password the Customer shall notify GBCM immediately if he/she/it becomes aware of any disclosure of the log-in ID or Password. The Customer acknowledges that he/she/it is aware that the GBCM website will identify any instruction or request for information which has been preceded by a valid entry of the Customer's log-in ID and password as originating from the Customer and that GBCM shall be entitled to on any such instructions or requests on behalf of the Customer as if such instructions or requests originated from the Customer and GBCM shall not be responsible or liable for any loss or damage directly or indirectly sustained by the Customer as a consequence of negligence/ wrongful/ unauthorized access to the GBCM online by a third party through use of the Customer's log-in ID and Password. Party through use of the Customer's log-in ID and Password.
 - c) GBCM may, in its sole discretion for security reasons, require the Customer to change his/her log-in ID and/or Password from time to time and the customer undertakes to comply with such requirement expeditiously and unconditionally.
 - d) In cases where the Customer is unable to access GBCM website for any reason .he/she/it may send his/ its instructions through alternative channels: fax/phone/email
 - e) Provision of the GBCM online services and usage of the same by the Customer is subject to applicable Omani law including but not restricted to the capital market authority law (Royal Decree 80/98), the executive Regulations of the capital Market Authority law and the rules and circulars issued by the CMA and the MSM.
 - f) GBCM retains the right to cancel orders that come from clients through the internet if these orders contravene the applicable instructions and rules in the Market. Or are in contradiction to what has been agreed upon with the customer. Or are intended to create unreal purchasing of selling orders

7. Customer instructions

- a) Before placing an order for purchase of securities. The Customer shall ensure that the trading account contains adequate funds to cover the proposed transaction including all transaction related costs such as brokerage, stamp duties, and registration fees and such other fees that might be applicable at the time of placing the order. Similarly, before placing order for the sale of securities, Customer shall ensure that trading account holds an adequate number of Securities to fulfill the Customer's delivery commitments pursuant to the sale order. The Customer shall also ensure that the securities shall be free from any kind of mortgage or encumbrance of any third party.
- b) All valid orders for sale or purchase of Securities will be forwarded by GBCM online service to the MSM for execution, provided GBCM shall not be responsible for:
 - i. a) Any error, omission, non-receipt or (invalidity in the Customer's instructions or any error, omission, non-receipt of the instructions to the MSM:
 - ii. (b) Any fault, error, defect or engineering of the GBCM website or GBCM's computer systems or transmission to the MSM or any delay, fault, failure in or loss of access to the GBCM website: and
 - iii. (c) Any cause beyond the reasonable control of GBCM including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorized access or labor problems.
- c) GBCM will use reasonable endeavors to execute instructions from the Customer. However, GBCM does not guarantee that all Customer instructions will be wholly or partially executed or will be executed within a certain time. It is agreed that an order which is rejected by the MSM for any reason, shall remain declined and shall not be reprocessed.
- d) GBCM may at sole discretion, reject any sale or purchase order placed through the GBCM online service for any reason whatsoever placed through the GBCM online Service for any reason whatsoever including but not limited to the non-availability of funds in the customers trading account or non-availability of securities in the customers trading account.

8. Fees

- a) The Customer agrees to pay subscription fees, royalty charges and any other charges as specified by GBCM from time to time. The Customer also agrees to reimburse GBCM any fees, taxes, consumption or value-added tax or any other charges and expenditure

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levied in relation to the GBCM Online Services which may be levied in future. GBCM reserves the right to vary such fees and charges, and the method of charging at any time without prior notice

- b) The Customer agrees that GBCM may receive commissions, brokerage fees and/or lien from any other party arising from the Customer's use of the Services and GBCM is not obliged to rebate these commissions to them.
- c) The Customer irrevocably authorizes GBCM to deduct from the customer's trading account and/ or any of the accounts the Customer may have with GBCM.
- d) The Customer irrevocably authorizes GBCM to deduct from the Customer's trading Account and/or any of the accounts the Customer may have with GBCM any amounts that were paid by GBCM as fines towards CMA & MSM as a result of the Customer breaching any of his/her/its contractual obligations, including giving unreal purchasing or selling orders.

9. Covenants and Acknowledgements

- a) The Customer acknowledges that the Software, if any, made available for download on or via the GBCM website is governed by the license conditions establishing a legal relationship between the Customer and the licensor and except as otherwise specifically agreed. GBCM gives no warranty and makes no representation, whether express or implied, as to the quality or fitness for purpose of use of such software.
- b) The Customer acknowledges that GBCM makes no warranty, whether express or implied that any files, downloads or applications available via the GBCM website are free of viruses, or any other data or code which has the ability to misuse or corrupt or affect the operation of Customers equipment and data.
- c) The Customer agrees and undertakes not to use the GBCM Online Services provided / offered by GBCM to commit any act which is illegal or mala fide including without limitation an act, which is a breach of royal decree 34/2002 being the money laundering law.
- d) The Customer agrees and undertakes not to avail of services similar to the GBCM Online Services of any other banks or agencies providing similar services regarding the share(s) and securities provided by the Customer to GBCM in Oman whilst this agreement is in force and valid
- e) The Customer acknowledges that the use of the GBCM website will not be free from any fault, error or defects in design or development.
- f) The Customer acknowledges that the transmission speed format or content of the information and Derived information may be changed without any prior notice.

10. Representations and warranties

- a) GBCM represents and warrants to the Customer that:
 - i. It is an closed joint stock company duly organized validly existing, and in good standing under the laws of the Sultanate of Oman and it has all requisite power and authority to conduct its business as now conducted and as proposed to be conducted:
 - ii. It has the power and authority to execute ,deliver, and perform its obligations under this agreement and the transactions contemplated hereby and has taken all action necessary to authorize the execution delivery, and has taken all action necessary to authorize the execution delivery and performance of the agreement and the transactions contemplated hereby. And
 - iii. The execution, delivery, and performance by GBCM of the agreement and the completion of the transactions contemplated hereby do not and will not contravene the laws of the Sultanate of Oman.
- b) the Customer hereby represents and warrants to GBCM that:
 - i. He/she is an individual and is competent and has the power and authority to agree to the terms and conditions of this Agreement, and to carry out his/her obligations under them:(to be included if the Customer is an individual).
 - ii. It is a corporation or establishment duly organized. Validly existing and in good standing under the laws of its jurisdiction of incorporation and it has all requisite power and authority to conduct its business as now conducted and as proposed to be conducted: or (to be included if the Customer is a corporate entity)
 - iii. It has the power and authority to execute, deliver, and perform its obligations under this agreement and the transactions contemplated hereby and have taken all action necessary to authorize the execution, delivery, and performance by of this

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agreement and the transactions contemplated hereby (to be included if the Customer is a corporate entity):

- iv. The execution, delivery, and performance by the Customer of this agreement and the consummation of the transactions contemplated hereby do not and will not contravene any of the laws of the Sultanate of Oman or any other applicable law to which the Customer is subject:
- v. there are no outstanding judgments against the Customer or any proceedings pending (or, to its knowledge threatened) that would adversely affect the Customer's ability to perform its obligations under the Agreement.
- vi. The GBCM website or the GBCM online Service will be error- free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.
- vii. Of merchantability, title, fitness for a particular purpose, non- infringement with respect to the GBCM.

11. Indemnity

- a) GBCM shall not be liable for any loss, including loss of profit. Costs or expenses suffered or incurred by the customer as a result of or in connection with the provision of services herein by GBCM. GBCM does not accept liability for any adverse tax consequences which may arise as a result of the purchase.
- b) Without prejudice to any other rights GBCM may have under the Agreement or otherwise, customer shall indemnify and keep indemnified GBCM against any cost, expense, damage, loss or liability of whatsoever nature which may be suffered or incurred by GBCM as result of any instruction, transaction in securities or other action or step taken by the customer under the Agreement.

12. Release

- a) To the maximum extent permitted by law. The customer acknowledges the GBCM. The information providers, and their respective employees and agents shall not be liable to the customer or anyone else for any loss or damage, whether direct or indirect special. Incidental or consequential or economic (including loss of profits), whether or not GBCM knew or could have known of the possibility of such damage, where that damage arises from:
 - i. Delay. Interruption, commission, failure, error or fault in the execution of the customer's instructions:
 - ii. Delay in the execution of the customers instructions arising from a review of his/her instructions by GBCM:
 - iii. Any error, omission, non-receipt or invalidity in the customer's instructions:
 - iv. Any fault, error, defect or engineering of the GBCM website or GBCM's computer systems, or any delay, fault, failure in or loss of access to the trading site: and
 - v. Any cause beyond the reasonable control of GBCM, Including to, failure of electronic or mechanical equipment or communication lines, unauthorized access or force majeure or act of god.

13. Disclaimers

- a) GBCM expressly disclaims any representation or warranty as to the availability, accuracy, completeness, currency or reliability of the information or derived information, or the results to be obtained from the information or derived information; and GBCM expressly disclaims all and any liability (including negligence for any act or omission) to the customer or any person for any damage or loss (direct or indirect, special, incidental or consequential or economic) resulting from the use of or reliance on the information or derived information or any part thereof by the customer or any other person.
- b) GBCM puts the customer to notice that the GBCM website and GBCM online services are provided on an "as is" basis and GBCM expertly disclaims all warranties (whether implied or otherwise).

14. Intellectual Property Rights

- a) The customer acknowledge that all copyright and other Intellectual Property Rights of whatever nature in the information and Derived information, and the electronic means of transmission of the information and Derived information, any are and will remain vested in GBCM or the information provides or any of them. The customer will promptly notify GBCM of any improper or unlawful use of the information or Derived information or infringement of any of the copyright or other Intellectual Property Rights in the information or Derived information that comes to the notice of the customer.
- b) The logos and marks displayed on the GBCM website are the trademarks of GBCM and/ or third parties. Nothing contained on the

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GBCM website should be construed as granting the customer any licenses or right to use any trademark without the written permission of GBCM and/ or third parties.

15. Variation and Termination

- a) Either party may terminate this Agreement on 30 days notice of written notice to the other party. Provided that the customer shall within a period of 10 days from delivery or receipt of such notice of termination as the case may be, provide GBCM with instructions in writing specifying the manner in which the securities in the customers trading Account are to be dealt with. In the absence of such instructions, and if shares are held in trust account of GBCM, GBCM shall be entitled to impose a holding charge of 0.5 % per month on the aggregate of The market value of the securities held in customers trading account (trust account).
- b) It is clarified that termination of this Agreement shall not, in any case, affect or preclude the consummation of any transaction initiated prior to the giving the notices.

16. Amendments

This Agreement may be amended by GBCM from time to time without notifying the customer if such amendment is mandatory by the regulated authorities in Oman. Otherwise, GBCM will notify the customers with the changes 10 working days before such amendments are enforceable.

17. Force Majeure

GBCM shall not be in breach of any of the provisions of this agreement if there is any total partial failure of performance of its duties and obligations occasioned by any event or force majeure (including but not restricted to Natural calamities, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with market makers for whatever reason, failure of any computer system, non-execution or non-performance by counterparties, third party custodians or brokers, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature) or any other reason (whether or not similar in kind to any of the above) beyond GBCM's control.

18. Severability

if any of the terms of the agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term, provision or part shall be divisible and deemed to be deleted from this agreement without effecting the other terms and condition of this agreement

19. Entire Agreement

This agreement and its schedule embodies and sets forth the entire agreement and understanding between the parties with respect to the services to be provided herein and supersedes all prior oral or written agreements ,terms, understandings or arrangements relating to its subject matter.

20. Assignment of rights and obligations

The Customer's and GBCM's rights and obligations under this agreement may not be assigned by either party without the prior written consent of the other party, subject as aforesaid. This Agreement shall be binding upon and endure to the benefit of permitted assigns.

21. Governing law and Dispute Resolution

- a) This Agreement shall be governed by and shall be in accordance with the laws of the Sultanate of Oman
- b) Each of the Parties hereto irrevocably agrees that the concerned Court in Sultanate of Oman shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement regardless of the place the instructions by the customer were given and. For such purposes, irrevocably submits to the jurisdiction of such court. The Customer agrees and undertakes that in any proceedings brought in relation to this agreement it shall not be entitled to claim for itself or any of its assets immunity from suit. Execution.

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