COMMERCIAL CONFIDENTIAL

*OFFICIAL VERSION*

*2022*

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| **GTN MIDDLE EAST FINANCIAL SERVICES (DIFC) LIMITED****And****…………………….****GTN Middle East Financial Services (DIFC) Limited** **Trading Services Customer Agreement****(for Professional Non-Institutional Clients)** |

THIS AGREEMENT is made on the …. day of 2022 (‘Effective Date’),

# BETWEEN

(1) **GTN MIDDLE EAST FINANCIAL SERVICES (DIFC) LIMITED,** an Authorized Firm licensed and regulated by the Dubai Financial Services Authority (DFSA) and duly incorporated under the laws of Dubai International Financial Center (the DIFC), having its registered office at Unit 303, Liberty House, Dubai International Financial Center, P O Box 507133, Dubai, United Arab Emirates, and whose Registered Number is CL 2461 (hereinafter referred to as “**GTN ME**”, which term shall as herein used where the context so requires means and includes the said GTN MIDDLE EAST FINANCIAL SERVICES (DIFC) LIMITED, its successors and assigns) of the one part;

# AND

(2) ......................................................................................................., holder of Passport

No.................of…………………………………………………………………………………………………

…………………….........................(hereinafter referred to as the “Account Holder”,” I” or “We” whose name shall as herein used where the context so requires means and includes the said ,

his/her heirs’ executors and administrators), of the other part.

# OR

(3) ........................................................................................................, a company duly incorporated

under the laws of ................................................. and having its registered office at

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and whose Registered Number is …………….........(hereinafter referred to as the “Account Holder”/”We”, which term shall as herein used where the context so requires means and includes the said , its successors and permitted assigns), of the other part.

# WHEREAS:

1. GTN ME is a fully owned subsidiary of Global Market Access Network (DIFC) Limited an entity incorporated in the DIFC. GTN ME is in investment business of providing trading of Securities and/or other property, performing processing, clearing and settlement services for the securities and/or other property through a comprehensive electronic brokerage platform and is desirous of providing all trading services to the Account Holder through the electronic trading platform and a dealing desk at GTN ME;
2. The electronic brokerage platform can also be accessed at the website [www.gtnme.com.](http://www.mubasherfs.com/) Apart from accessing the platform, the account holder will be provided product specific information and other important information on the said website;
3. The Account Holder who is granted with a number by any Financial Market directly or through GTN ME desires to do business in the buy and sale of Securities and/or other property and financial instruments listed in the regional and international Financial Market/s and wishes to appoint GTN ME as a broker and agent to provide the Account Holder with the Services;
4. The Account Holder is a “Professional Client” as referred to in the definitions;
5. In consideration for GTN ME agreeing to open and maintain one or more accounts for me and to provide the Services to me in connection with the purchase and sale of Securities and/or Other Property which may be purchased or sold by or through GTN ME for my Trading Account(s), I/we agree to be bound by the terms and conditions set forth in this Agreement from the Effective Date of this Agreement; and

**NOW, THEREFORE**, it is agreed between the Parties as follows:

# DEFINITIONS

* + 1. In this Agreement, including the annexes, appendices and schedules, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

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| **"Account Holder"** | means the person, corporation, partnership, trustee, custodian or other entity in whose name a Trading Account is opened. The singular of Account Holder where appropriate shall include the plural; |
| **"Affiliate(s)"** | means a legal entity that controls, is controlled by or is under common control with another legal entity, but only while that control relationship exists. To "Control" means the direct or indirect ownership or power to control more than 50% of the issued shares or other securities of an entity or of the voting rights attached to the issued shares or other securities of such entity; or the power to control, directly or indirectly, the appointment of more than 50% of any board of directors or governing body of such entity; |
| **"Applicable Regulations"** | means all applicable laws and regulations of the relevant regulatory bodies including laws and rules of the DFSA and DIFC, applicable local exchanges, or other market regulatory authorities of each country in which the Account Holder chooses to transact, and also any other applicable laws and regulations, which will be in force from time to time. |
| **"Authority"** | means, in each Country, the authority that oversees and licenses the Financial Market(s) and brokers in that Country; |
| **"Business Day"** | means a day on which stock exchanges and banks in the United Arab Emirates are open for business; |
| **"Cash Account"** | means the basic trading account GTN ME offers in which I make all purchases for cash settlement, without credit; for the avoidance of doubt, a Cash Account does not offer a margin trading facility; |
| **"Cash Balance"** | means the balance in my Trading Account representing money owed to me as a general obligation of GTN ME to the extent that such balance is available for withdrawal. The Cash Balance is the sum of the un- invested cash in my Trading Account less the following: (i) funds necessary to pay for purchase Transactions due to settle on or after the date the Cash Balance is to be determined; (ii) charges to my Trading Account, including electronic funds transfer and wire transfer charges; and (iii) credit balances that are designated as collateral for my obligations. Cash Balances are not bank deposits; |
| **"Claims" or "Losses"** | means any responsibilities, rights, losses, damages, penalties, causes, judgments, settlements or other expenses of any kind, including, without limitation, special and punitive damages, direct, indirect, incidental, and consequential losses, administrative expenses, legal and litigation charges, auditors' fees and expenses; |

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| **"Collateral"** | means cash, marketable Securities and/or Other Assets in the form of collateral acceptable to GTN ME and any Authority, as advised to me from time to time; |
| **"Commission"** | mean the fees, charges and/or expenses for the Services; |
| **"Conditional Trading Orders"** | include: (i) Stop Loss Orders,1. Take Profit Orders or Limit Orders, and
2. Conditional Orders given by the Account Holder to GTN ME.

These Conditional Trading Orders are given by the Account Holder for execution on his Trading Account and have the following meanings: Stop Loss Orders: Stop Loss Order is an order placed by the Account Holder that will result in the sale of the designated Securities and/or Other Property as soon as practicable after the price of such Securities and/or Other Property reaches a predetermined level different from the current market price.Take Profit Orders or Limit Orders: Take Profit Order is an order placed by the Account Holder that closes a particular trade once it reaches a certain level of profit.Conditional Orders: A Conditional Order is an order that will result in the automatic sale of designated Securities and/or Other Property only upon a specified criteria (specified by the Account Holder) being met; |
| **"Confidential Information"** | means the information disclosed by one Party to the other in connection with the provision of the Services and the performance of this Agreement in whatever format or media obtained (and whether verbal or written) including, but not limited to, the existence and content of this Agreement, specifications, records, quotes, analysts' views and research reports and the contents, information, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples provided that written confidential information shall be clearly marked as confidential or proprietary and that confidential information that was disclosed orally shall be confirmed in writing as confidential or proprietary within thirty (30) Days of disclosure; |
| **"Contents"** | includes current and historical securities prices, quotes, news, analysts' views and research reports and the contents, information, products, applications, services and other information incorporated and made available on the GTN Middle East Financial Services (DIFC) Limited Web Site at [www.gtnme.com](http://www.mubasherfs.com/) and provided in connection with the Services; |
| **“Controlling Persons under CRS”** | - means the natural person(s) who exercises control over the Entity, generally natural person(s) with a controlling ownership interest in the Entity. Determining a controlling ownership interest will depend on the ownership structure of the Entity and control over the Entity may be exercised by direct ownership (or shareholding) or through indirect ownership (or shareholding) of one or more intermediate Entities. For example, Controlling Persons include any natural person that holds directly or indirectly more than 25 percent of the shares or voting rights of an Entity as a beneficial owner. If no such person exists, then any natural person that otherwise exercises control over the management of the Entity (*e.g.,* the senior managing official of the company). |

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| **"Country"** | means the United Arab Emirates and any other country in which (i) GTN ME is authorized or entitled to provide access to the Financial Markets of that country, or (ii) GTN ME maintains a relationship with an executing broker that is authorized and entitled to provide GTN ME and its customers with access to the Financial Markets of that country; |
| **“CRS”** | means Common Reporting Standard formulated/introduced by OECD countries in order to improve international tax transparency and reduce international tax evasion. |
| **"Day"** | means a Gregorian calendar day; |
| **"Debit Balance"** | means an account balance representing money owed to GTN ME; |
| **"Documentation"** | means the operating manuals, user instructions, technical literature, complaints handling procedures, and other related materials supplied to the Account Holder by GTN ME (whether physically or by electronic means) for aiding the use of the Services, GTN ME Products and the System, including any part or copy thereof; |
| **“FATCA”** | means the U.S. Foreign Account Tax Compliance Act which has been signed into law by the U.S Government on 28th March 2010. |
| **"Financial Market(s)"** | means the local stock exchange(s) or any other securities and commodities market(s) licensed by an Authority in a Country in which the Account Holder is authorized to execute sale, purchase and/or exchange Order(s) and/or such services as are connected with such business; |
| **"Force Majeure Event"** | means any circumstances beyond the reasonable control of GTN ME including, without limitation, delays or inaccuracies in the transmission of Orders or information due to a breakdown in or failure of any transmission or communication facilities, systems, electrical power outage, theft, inability or delay caused through earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of god, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labour disputes or industrial dispute of any kind (other than disputes involving GTN ME's own employees or the employees of an Affiliate of GTN ME), lightning, explosion, civil commotion, malicious damage, storm, tempest, acts or omissions of communications carriers or any third party, equipment or software malfunction, act of government or other Authority, acts or omissions of persons or bodies for whom GTN ME is not responsible including exchange or Financial Market rulings, or suspension of trading; |
| **"I", We "Me", "My", "Us"** | mean all legal or natural persons who are Account Holders or who own a legal or beneficial interest in a Trading Account; |
| **"Information Providers"** | mean the sources from which GTN ME obtains and receives the Contents, including, without limitation, the Financial Markets; |

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| **"Insider Trading"** | means trading of a company's securities by persons in possession of material non-public information about that company; |
| **"Intellectual Property Rights", "IPRs"** | mean copyrights (including but not limited to copyright in and to the Content) as well as all computer code or scripts (whether compiled or not), patents, utility models, trademarks, know-how, trade names, domain names, rights in logo and get-up, inventions, all rights in computer software and data, databases and compilations, Confidential Information, trade secrets, design rights (whether registered or unregistered) and topographies and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above which may subsist anywhere in the world; |
| **"Market Data"** | means quotations, transactions and last sale information disseminated by Information Providers in accordance with Applicable Regulations, and all information based on any such information; |
| **"Market Order"** | means instructions to buy or sell a Security and/or Other Property at the price or prices prevailing in the Financial Market(s) at that point of time which are entered into the System by the Account Holder for execution in his Trading Account. |
| **"GTN ME Product(s)"** | means the products offered by GTN ME or its Affiliate(s) in connection with the Services, as listed on GTN Middle East Financial Services (DIFC) Limited Web Site from time to time; |
| **"GTN ME Software"** | means (i) the computer programs; (ii) the related Documentation; (iii) any revised and corrected versions ("Updates") and enhanced and improved versions ("Upgrades") of such computer programs and Documentation which GTN ME (and/or its Affiliates) makes available in the ordinary course of its business on the GTN Middle East Financial Services (DIFC) Limited Web Site; and (iv) all copies of the foregoing, including where they are embedded in GTN ME Products and/or provided by GTN ME for or in connection with the provision of the Services; |
| **"Month"** | means a Gregorian calendar month; |
| **“GTN Middle East Financial Services (DIFC) Ltd website or GTN ME Website”** | means the website operated by GTN ME at “[www.gtnme.com](http://www.mubasherfs.com/)" |
| **“NFE” under CRS** | means an Entity that is not a Financial Institution. NFEs are then split into Passive NFEs or Active NFEs. |
| **“Omnibus Account”** | means a trading account maintained on behalf of the Client and in the Client’s name with GTN ME and in the name of GTN ME with the relevant exchanges. Any sub-accounts also opened under the main account will be segregated using unique code numbers, which shall be disclosed to the Client; |

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| **“Omnibus Client”** | means a client on whose behalf an Omnibus Account is maintained with GTN ME and the relevant exchanges; |
| **"Order(s)"** | means one or more Market Order(s) and/or one or more Conditional Order(s). If one Order is executed in number of partial executions it is considered one Order for computation purposes; |
| **"Parties/Party/both Parties"** | mean GTN ME and/or the Account Holder, as applicable; |
| **“Passive Non-Financial Entity under CRS”** | means an NFE that is not an Active NFE and may include Entities that primarily receive passive income or primarily hold amounts of assets that produce passive income (such as dividends, interest, rents etc.), An exception to this is an Investment Entity that is not a Participating Jurisdiction Financial Institution, which is always treated as a Passive NFE. |
| **“Professional Client”:** | means an individual /organization who/who meets the requirements of the relevant Rules of the Conduct of Business module of the DFSA Rule book (COB), which are further described in clause 3.2 of this Agreement based on rule 2.3 – (Types of Clients) as per the COB.Note: Any amended definition of “Professional Client” as per the DFSA Rules will substitute this definition from time to time. Please refer the relevant sections/rules of the existing DFSA Rule book (available with GTN ME) in order to verify the classification and also for any further clarification on sections/rules which are not described in detail in this Agreement. |
| **“Recalcitrant Customer/Recalcitrant Account Holder under FATCA”** | means a non-cooperative Customer who* Fails to comply with reasonable requests for information necessary to determine whether the account holder is a “U.S. Person”;
* Fails to provide the name, address and tax identification number (TIN) of each specified “U.S. person” and each substantial U.S. owner of a

U.S. owned foreign entity; or* Fails to provide a waiver of any foreign law that would prevent a foreign financial institution from reporting information required under FATCA.
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| **“Reportable Account under CRS”****“Reportable Jurisdiction under CRS”****“Reportable Jurisdiction Person under CRS”** | means a financial account held by one or more Reportable Persons or by a Passive Non-Financial Entity with one or more Controlling Persons being Reportable Persons.means a jurisdiction with which an agreement is in place, pursuant to the automatic exchange of information under CRS.means an individual or Entity resident in a Reportable Jurisdiction for tax purposes under the laws of that jurisdiction (or where their effective management is if they do not have a tax residence). The Reportable Jurisdiction Person will then be a Reportable Person unless specifically excluded from being so. In general, the specific exclusions are: a corporation the stock of which is regularly traded on one or more established securities markets and a Related Entity of theirs; a |

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| **Reportable “U.S. Account” under FATCA** | Governmental Entity; an International Organization; a Central Bank; or a Financial Institution (which will itself be subject to the rules and obligations contained in the Standard).means a financial account maintained by a “U.S. person” (whether individual or entity) or by a foreign entity with U.S. ownership of more than 10% of the capital, whether directly or indirectly. |
| **"Securities and/or Other Property"** | means cash, shares, stocks, derivatives (futures and options), corporate public and government bonds, exchange-traded equities options, warrants and any other financial instruments (whether certificated or un-certificated) that are admitted to trading on a Financial Market, as well as any related contracts for the present or future delivery of such securities (or the value of which is calculated by reference to the price of such securities) and any and all rights and entitlements thereto; |
| **"Services"** | mean the regulated financial services provided by GTN ME to the Account Holder under or in connection with this Agreement, including without limitation the opening of customer accounts, holding of customer monies, and the clearing and execution of customer trades (buy and/or sell) on Financial Market(s) or over-the-counter (OTC), including without limitation:1. the acceptance, through the System, of Orders from the Account Holder for the purchase and/or sale of specified Securities and/or Other Property that GTN ME may make available from time to time to the type of Trading Account for which the Account Holder has been approved; and
2. the execution and clearing of such Transactions by or through an appropriately licensed institution in the relevant Country. Pursuant to GTN ME's execution and clearing agreements, Transactions may be executed and/or cleared by GTN ME or an Affiliate(s) of GTN ME, or a non-affiliated third party;
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| **"Settlement Date"** | means the day on which a Transaction is to be completed in a Financial Market. On this day, buyers are required to pay for their purchases and/or sellers are required to deliver their securities. For equity Transactions in GCC Financial Markets, the Settlement Date generally falls between zero to three (0-3) Days after a trade is executed; |
| **"Statement of Account(s)"** | means the document as requested by the Account Holder and issued by GTN ME, electronically or otherwise available by login in to the trading system, listing all relevant Transactions on the relevant account as well as such other information as is required under Applicable Regulations or as was otherwise agreed between GTN ME and the Account Holder; |
| **"System"** | means the online trading platform and trader workstation provided by GTN ME and used by Account Holders to enter Orders; |

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| **"Trading Account"** | means each account at GTN ME established in my name alone, in my name together with other Account Holder(s) or in which I have a beneficial interest. The Cash Account is a special type of Trading Account which does not offer a credit or margin facility; |
| **"Trading Account Opening Application"** | means the application form prepared by the Account Holder and submitted to GTN ME in order to open a Trading Account. As part of the Trading Account Opening Application, the Account Holder consents to the provisions set out in this Agreement and provides such information as may be required by GTN ME in connection with the opening or maintenance of the Trading Account, and any later applications submitted by me to GTN ME for additional services or Brokerage Account features; |
| **"Transaction(s)"** | means the transactions taking place in order to give effect to the Orders placed by the Account Holder, including any trading, processing, clearing and settling activities in relation thereto; |
| **“U.S. Person” (under FATCA)** | Means* a person who falls under any of the following categories: -
* a U.S. citizen (sole or dual)- (wherever residing)
* Holder of a U.S. Green Card- (wherever residing)
* Is a resident of the U.S.
* Is a non-U.S. citizen who has substantial presence in the U.S.
* Is a U.S. taxpayer for any other reason?
* an entity domiciled in the United States excluding the publicly traded corporations and affiliates, banks, charity organizations, Real Estate Investment Trusts (REITs), registered mutual funds, etc.);
* Passive Non-Financial Foreign Entities (NFFEs) with “substantial U.S. owners” (or, under a Model 1 IGA, Controlling Persons that are U.S. persons):

-Corporation or partnership of which one of the above owns, directly or indirectly, 10 percent or more (for substantial ownership test) or 25 percent or more (for controlling person test); and-Investment vehicles: Any level of ownership by one of the above is substantial U.S. ownership |
| **"Week"** | means a Gregorian calendar week. |

* + 1. The heading of each provision of this Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

# ACKNOWLEDGEMENTS AND AUTHORISATIONS

* + 1. I have carefully read and understood this Agreement and will retain a copy for future reference. I understand that this Agreement governs all aspects of my relationship with GTN ME (including all Transactions between GTN ME and me and all GTN ME Products and the Services now or in the future offered through GTN ME and/or its Affiliates, beginning on the date my Trading Account is opened), except where otherwise provided in another agreement entered into between me and GTN ME and/or the relevant Affiliate in connection with a specific product or service.

If I participate in any other services provided by GTN ME that require me to agree to specific terms and conditions, electronically or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.

* + 1. I agree to consult the GTN Middle East Financial Services (DIFC) Limited and/or refer the GTN ME Website, as applicable, regularly for up-to-date information about the Service.
		2. GTN ME reserves the right to decline any Trading Account Opening Application or to terminate any Trading Account at any time and for any reason, in its sole discretion.
		3. Various features of the System are offered or processed through an Information Provider, which may be an unaffiliated company, or an Affiliate of GTN ME. Unless otherwise noted, all authority granted to, or limitations of liability of, GTN ME shall include its agents and representatives and any service providers, including providers of custody, clearing and settlement services. GTN ME, its Affiliates and its agents are authorized to perform the Services contemplated by this Agreement and to take any other steps which, in their view, are necessary or beneficial for the purpose of, or in connection with, the Services.
		4. I understand and acknowledge that GTN ME has entered into execution and clearing agreements with execution and clearing brokers (counterparties) for providing trade execution and clearing services for financial instruments, pursuant to which GTN ME will carry and maintain my Trading Account and execute (if so requested) and clear and settle Transactions therein. I authorize GTN ME, without any inquiry or investigation by it, to accept Orders for the purchase or sale of Securities and/or Other Property, and any other instructions concerning the Trading Account where GTN ME, acting in good faith, believes that such Orders or instructions have been given by me or by another Account Holder. GTN ME is authorized to make arrangements from time to time for the carrying of my Trading Account by other execution and clearing brokers without further authorization from me. I understand and acknowledge that GTN ME will generally arrange for other execution and clearing brokers to execute and clear Transactions for me, and that GTN ME may (from time to time, and without notice to me) change the broker(s) used in one or more Financial Markets. I understand that execution and clearing brokers may pay fees or commissions or provide other non-monetary benefits to GTN ME in connection with the provision of services in respect of my Transactions, and I consent to GTN ME retaining any such fees, commissions or non-monetary benefits and confirm that GTN ME shall not be required to account for them. I acknowledge and understand that GTN ME does not owe me/us the duty of providing best execution.
		5. GTN ME may in certain circumstances act as a principal in a transaction done by GTN ME on behalf of the Account Holder. Such transactions would mainly arise where GTN ME trades markets which are OTC, whilst executing trade for fixed income securities or certain derivatives trades. In all such trades the Account Holder will be responsible for settlement of the trades to GTN ME.
		6. **Settlement Date - offset instructions.** Unless I have instructed to the contrary in writing, GTN ME is authorized to execute all Orders with it as counterparty or with such other counterparties as GTN ME deems appropriate. In the absence of contrary instructions from me, I further authorize GTN ME, in its absolute discretion, to rollover or offset all or any portion of the positions in my Trading Account(s) at my risk in advance of Settlement Dates or roll my position into the next settlement time period or make or receive delivery on my behalf upon such terms and conditions and by such methods deemed reasonable by GTN ME in its sole discretion. I agree that a position carried forward may be debited interest charges until the position is closed.
		7. **Privity of Contract.** I represent and warrant to GTN ME that: (a) If I am a natural person, I have attained the age of majority, am of sound mind, and have legal capacity to enter into this Agreement and perform my obligations thereunder, (b) If I am a legal entity, including a company, corporation, partnership, estate or trust, I represent that I have all necessary power, capacity and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause me to violate any provisions in my memorandum and articles of association, charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument, (c) this Agreement, as amended from time to time, is my legal, valid and binding obligation and is enforceable against me, (d) no person other than I have or will have an interest in my Trading Account(s), (e) I have sufficient knowledge of Financial Markets and investments to enter into Transactions and understand the risk inherent in entering into such Transactions, (f) I am not now an employee or member of or associated with any exchange, any corporation in which any exchange owns a majority of the capital stock or any bank, trust, or insurance company and any other institution identified in the Trading Account Opening Application, and in the event that I become so employed, I will promptly notify GTN ME in writing of such employment, (g) I will not engage in Insider Trading or seek to otherwise use the Services or the Trading Account in a way that would constitute a breach of Applicable Regulations, (h) I confirm that all funds deposited to my Trading Account are my property and belong to no other person or entity, and (i) all the information I have provided to GTN ME in my Trading Account Opening Application or otherwise is true, correct and complete as of the date of this Agreement, and I will promptly notify GTN ME of any changes in such information.

I further represent and warrant to GTN ME that the financial information disclosed to GTN ME in connection with this Agreement is an accurate representation of my current financial condition. I recognize that risk capital is the amount of money I am willing to put at risk and if lost would not, in any way, change my lifestyle. I agree to inform GTN ME immediately if my financial condition changes in such a way as to reduce my net worth, liquid assets and/or risk capital.

* + 1. **No guarantees.** I acknowledge that I have no separate agreement with GTN ME or any employee or agent of GTN ME regarding the trading in my Trading Account, including any agreement to guarantee profits or limit losses in my Trading Account. I understand that I must authorize every Transaction prior to its execution unless I have delegated discretion to another party by signing a limited trading authorization, and any disputed Transactions must be brought to the attention of GTN ME pursuant to the notice requirements of this Agreement. I agree to indemnify and hold GTN ME harmless from all damages or liability resulting from my failure to immediately notify GTN ME of any of the occurrences referred to herein. All notices required under this Clause shall be sent to GTN Middle East Financial Services (DIFC) Limited at PO Box 507133, Unit 303, Liberty House, DIFC, Dubai, United Arab Emirates and shall be deemed received only if sent by e-mail to compliance@gtnme.com or actually delivered or mailed to GTN ME by registered mail, return receipt requested.
		2. **Applicable Regulations:** I acknowledge that any Order(s) and all Transactions placed or executed under this Agreement shall be subject to the Applicable Regulations and in no event will GTN ME be obliged to affect any Transaction or take or refrain from taking any other step if it believes that doing so would violate any Applicable Regulation. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any Authority, which shall be binding upon GTN ME, this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation to the extent necessary to enable GTN ME to comply with its obligations under the Applicable Regulations, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. I acknowledge that all Transactions under this Agreement are subject to the aforementioned regulatory requirements, and I shall not thereby be given any independent legal or contractual rights with respect to such requirements.

I declare that I am the principal holder of, and the sole beneficiary in respect of, the Trading Account, and that I shall not deposit or accept funds received from unknown or suspicious sources into the Trading Account. I will use the Trading Account solely in a personal or corporate capacity and will update the information and documents provided concerning the Trading Account Opening Application if there emerges any reasons or changes so requiring, as required by the provisions of applicable anti- money laundering, counter-terrorist financing and sanctions laws and regulations or other Applicable Regulations.

Neither anything contained in this Agreement, nor any information made available through the Service is to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any Securities and/or Other Property, financial product or instrument or to participate in any particular trading strategy in any jurisdiction in which such offer, solicitation or trading strategy would be unlawful or in which GTN ME has no authority or license to provide Services.

I further declare that I will not use the Services in furtherance of terrorism, the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, nor will I provide administrative access of the Services to any persons (including any natural person, government or private entity or other form of body corporate) that has any affiliation with others whatsoever who sponsor or support the above such activities or causes or is located in or is a national of any country that is embargoed, restricted or subject to sanctions under Applicable Regulations.

* + 1. **Complaints.**

I acknowledge that GTN ME has procedures for handling customer complaints fairly and promptly. If I have a complaint, I should contact GTN ME in accordance with the methods set out below or obtain a copy of GTN ME's complaints handling procedures.

In person: visit an GTN ME office and speak to a member of staff. If I have a relationship manager, I can contact them on their direct telephone number, by post or by email.

By post, telephone or email using the contact details provided in the Trading Account Opening Application or as may be notified by GTN ME from time to time. If I email GTN ME, GTN ME will usually reply to me by email. However, if GTN ME needs to refer to Confidential Information or enclose copies of important documents, GTN ME may contact me by post instead. If the complaint cannot be resolved to my satisfaction, I should ask for my complaint to be raised with the Senior Executive Officer of GTN ME.

If GTN ME is unable to resolve my complaint in a timely or satisfactory manner, I may be able to refer my complaint to an Authority in the relevant jurisdiction and/or to a separate body tasked with handling complaints with respect to financial services (for example, a financial services ombudsman). GTN ME will notify me of any such rights where applicable.

Any complaint which gives rise to a dispute or controversy or claim, if not resolved amicably between me and GTN ME, shall be settled by arbitration in accordance with the provisions of this Agreement (Clause 8).

# ACCOUNTS

* + 1. **True and Accurate Information; Ownership:** The information I have provided on my Trading Account Opening Application and all other forms is current, accurate, truthful and complete. I specifically confirm that the information I have provided with regard to my Tax residence is accurate.

Under penalties of perjury, I declare that all information provided by me to GTN ME in the application forms and all forms, to the best of my knowledge and belief are true, correct and complete.

I acknowledge and agree that GTN ME reserves the right to perform any type of search either manual or electronic in order to verify my residential details, tax status as a US person or US specified person or my tax residence under CRS. In the event of any inconsistency between the search results and the information provided by me, GTN ME reserves the right to terminate this agreement and close my Account/s.

I also agree to duly comply with DUE DILIGENCE procedures of GTN ME under FATCA. If I am identified as a Recalcitrant Customer under FATCA, GTN ME reserves the right to and terminate this agreement and close my Account/s.

The Account Holder agrees to duly comply with all due diligence procedures of GTN ME under CRS.

Unless otherwise required by this Agreement, I agree to notify GTN ME of any change to the information I provided on my Trading Account Opening Application and any other form promptly, but in any event within thirty (30) days of such change. I agree to indemnify and hold GTN ME, its Affiliates, and their respective directors, officers and employees harmless from and against any and all Claims or Losses arising out of or relating to my failure to provide true and accurate information on my Trading Account Opening Application or to update such information as required. I further represent that no one else has an interest in my Trading Account except me and any other person that I have previously disclosed to GTN ME through the Trading Account Opening Application or otherwise in a manner specified by GTN ME. GTN ME shall be authorized to send Statements of Account, notices, and other important documents to me at the address stated on my Trading Account Opening Application (or to such other address as I may notify to GTN ME from time to time), and any such documents shall be deemed to have been delivered to me once they have been left at that address.

* 1. **Client/Account Holder classification**. In accordance with the requirements of the existing DFSA Rules (as specified herein) the Account Holder will be classified in the following manner. In the event of any amendments to the classifications under any amended DFSA Rules or applicable laws, such amended classifications will substitute these classifications where necessary from time to time.
		1. In accordance with DFSA COB Rule 2.3.3: the Account Holder may be classified as a Professional Client if that Account Holder:
			1. meets the requirements to be:
				1. a “**deemed” Professional Client** pursuant to DFSA COB Rule 2.3.4; or
				2. a “**service-based” Professional Client** pursuant to either Rule 2.3.5 or Rule 2.3.6; or (iii) an “**assessed” Professional Client** pursuant to either DFSA COB Rule 2.3.7 or DFSA COB Rule 2.3.8; and the Account Holder has not requested to be treated as a Retail Client.
	2. ‘**DEEMED’ PROFESSIONAL CLIENT:** In accordance with DFSA COB Rule 2.3.4:
		1. For the purposes of DFSA COB Rule 2.3.3(1) (a) (i), the Account Holder is a ‘**deemed’ Professional Client** if that Account Holder is:
1. a supranational organization whose members are either countries, central banks or national monetary authorities;
2. a properly constituted government, government agency, central bank or other national monetary authority of any country or jurisdiction; a public authority or state investment body;
3. an Authorized Market Institution, Regulated Exchange or regulated clearing house;
4. an Authorized Firm, a Regulated Financial Institution or the management company of a regulated pension fund;
5. a Collective Investment Fund or a regulated pension fund;
6. a Large Undertaking as specified below;
7. a Body Corporate whose shares are listed or admitted to trading on any exchange of an IOSCO member country;
8. any other institutional investor whose main activity is to invest in financial instruments, including an entity dedicated to the securitization of assets or other financial transactions;
9. a trustee of a trust which has, or had during the previous 12 months, assets of at least $10 million; or
10. a holder of a license under the Single-Family Office Regulations with respect to its activities carried on exclusively for the purposes of, and only in so far as it is, carrying out its duties as a Single-Family Office.

An Account Holder is a Large Undertaking if it met, as at the date of its most recent financial statements, at least two of the following requirements:

* 1. it has a balance sheet total of at least $20 million;
	2. it has a net annual turnover of at least $40 million; or
	3. it has own funds or called up capital of at least $2 million.

In case of Large Undertaking as above:

1. ‘balance sheet total’ means the aggregate of the amounts shown as assets in the balance sheet before deducting both current and long-term liabilities;
2. ‘own funds’ mean cash and investments as shown in the balance sheet; and
3. ‘called up capital’ means all the amounts paid-up on allotted shares, less any amounts owing on allotted shares.
	1. **SERVICE-BASED’ PROFESSIONAL CLIENT**: In accordance with DFSA COB Rule 2.3.5:
4. For the purposes of Rule 2.3.3(1)(a)(ii), an Account Holder is a ‘**service-based’ Professional Client** if:
	1. the Financial Service provided to that Account Holder is Providing Credit;
	2. the Account Holder is an Undertaking; and
	3. the Credit Facility in question is provided for use in the business activities of:
		1. the Account Holder;
		2. a controller of the Account Holder;
		3. any member of the Group to which the Account Holder belongs; or
		4. a joint venture of an Account Holder referred to in (i) – (iii).
5. In (1)(c)(ii), a controller is an individual who:
	1. owns a majority of the shares of the Undertaking;
	2. is able to appoint or remove a majority of the board members of the Undertaking; or
	3. controls a majority of the voting rights of the Undertaking (or that of a Holding Company of the Undertaking).
	4. **SERVICE-BASED’ PROFESSIONAL CLIENT:** In accordance with DFSA COB Rule 2.3.6:
6. For the purposes of Rule 2.3.3(1)(a)(ii), an Account Holder is a **‘service-based’ Professional Client** if:
	1. the Financial Service provided to that Account Holder is “Advising on financial products or credit” or “Arranging credit or deals in Investments”; and
	2. the service in (a) is provided for the purposes of ‘corporate structuring and financing’.
	3. **‘ASSESSED’ PROFESSIONAL CLIENTS – INDIVIDUALS:** In accordance with DFSA COB Rule 2.3.7:
7. For the purposes of Rule 2.3.3(1)(a)(iii), an individual/ Account Holder is an ‘**assessed’ Professional Client** if:
	1. the individual/ Account Holder has net assets of at least $1 million calculated in accordance with Rule 2.4.2; and
	2. either:
		1. the individual/ Account Holder is, or has been, in the previous two years, an Employee in a relevant professional position of an Authorized Firm or a Regulated Financial Institution; or
		2. the individual/ Account Holder appears, on reasonable grounds, to have sufficient experience and understanding of relevant financial markets, products or transactions and any associated risks, following the analysis set out in Rule 2.4.3.
8. An Authorized Firm may classify any legal structure or vehicle, such as an Undertaking, trust or foundation, which is set up solely for the purpose of facilitating the management of an investment portfolio of an individual/ Account Holder assessed as meeting the requirements in (1) as a Professional Client.
9. An Authorized Firm may also classify as a Professional Client another individual (the “joint account holder”) who has a joint account with an individual/ Account Holder assessed as meeting the requirements in (1) (the “primary account holder”) if:
	1. the joint account holder is a family member of the primary account holder;
	2. the account is used for the purposes of managing investments for the primary account holder and the joint account holder; and
	3. the joint account holder has confirmed in writing that investment decisions relating to the joint account are generally made for, or on behalf of, him by the primary account holder.
10. In (3), a ‘family member’ of the primary account holder is:
	1. his spouse;
	2. his children and stepchildren, his parents and stepparents, his brothers and sisters and his stepbrothers and stepsisters; and
	3. the spouse of any individual within (b).
	4. **‘ASSESSED’ PROFESSIONAL CLIENTS – UNDERTAKING**: In accordance with DFSA COB Rule 2.3.**8:**
		1. For the purposes of DFSA COB Rule 2.3.3(1)(a)(iii), an Undertaking is an ‘**assessed’ Professional Client** if the Undertaking:
			1. has own funds or called up capital of at least $1 million; and
			2. appears, on reasonable grounds, to have sufficient experience and understanding of relevant financial markets, products or transactions and any associated risks, following the analysis set out in DFSA COB Rule 2.4.3.
		2. an Undertaking may also be classified as a Professional Client if the Undertaking has:
			1. a controller;
			2. a Holding Company;
			3. a Subsidiary; or
			4. a joint venture partner.

who meets the requirements to be classified as an ‘assessed’ Professional Client pursuant to either DFSA COB Rule 2.3.7(1)(a) and (b)(ii) or DFSA COB Rule 2.3.8(1) as applicable, or a ‘deemed’ Professional Client pursuant to DFSA COB Rule 2.3.4(1).

* + 1. In this Rule:
			1. the terms ‘own funds’ and ‘called up capital’ in (1)(a) have the meaning given under DFSA COB Rule 2.3.4(3)(b) or (c) as the case may be; and
			2. the term ‘controller’ in (2)(a) means an individual who meets the criteria in DFSA COB Rule 2.3.5(2).
	1. **MARKET COUNTERPARTY:** In accordance with DFSA COB Rule 2.3.9:
1. The Account Holder may be classified as a **Market Counterparty** if
	1. the Account Holder is:
		1. a ‘deemed’ Professional Client pursuant to DFSA COB Rule 2.3.4; or
		2. an ‘assessed’ Professional Client pursuant to DFSA COB Rule 2.3.8(2)(b) which is wholly owned by a Holding Company that is a ‘deemed’ Professional Client pursuant to DFSA COB Rule 2.3.4(1)(g) or (h).
		3. a ‘deemed’ Market Counterparty pursuant to Rule (1A); and
	2. in the case of Persons referred to in (a)(i) and (ii), the requirements in (2) have been met.

(1A) An Insurer, Insurance Intermediary or Insurance Manager may ‘deem’ any one or more of the following Persons to be a Market Counterparty:

1. a ceding insurer; and
2. in respect of the services provided to that ceding insurer, any reinsurer, insurance agent or insurance broker that facilitates the provision of the services to the ceding insurer.
	1. The Account Holder is responsible to inform GTN ME of any changes that may be of any relevance to the classification. The Account Holder acknowledges that GTN ME does not provide services to retail clients and in the event that the Account Holder no longer fulfils the requirements to remain classified as a Professional Client, GTN ME reserves its right to terminate this Agreement. The Account Holder has no right to classification as a “Retail Client” under any circumstances during the term of this Agreement.
	2. **Fees, Commissions and Trading Account Minimums:** I agree to pay Commissions, charges, and other fees promptly and as set out from time to time in GTN ME's schedule of fees available on the GTN Middle East Financial Services (DIFC) Limited Web Site, and GTN ME may modify the schedule of fees at any time by posting a modified schedule on the GTN Middle East Financial Services (DIFC) Limited Web Site. GTN ME will generally post the revised schedule of fees on the GTN Middle East Financial Services (DIFC) Limited Web Site at least two (02) Weeks before the date on which the revised schedule of fees will take effect and will notify me that there have been changes to the fee schedule when I next log into my Trading Account. I authorize GTN ME automatically to debit my Trading Account for any Commissions, charges and fees as set out in GTN ME's schedule of fees from time to time, and I agree that GTN ME may share such Commissions or mark-ups and markdowns with an introducing broker or person who refers my Trading Account to GTN ME. I further agree that GTN ME may require me to make a minimum payment to open a Trading Account and to maintain a minimum balance in the Trading Account thereafter. If my Trading Account's value falls below the minimum balance or my Trading Account is inactive, GTN ME may charge additional fees or, if it deems appropriate in its discretion, close my Trading Account. The Trading Account maintenance fees are described in the schedule of fees on the GTN Middle East Financial Services (DIFC) Limited Web Site. Charges not included in GTN ME's schedule of fees: GTN ME may not receive notice of certain charges levied on the Customer until several days or weeks following particular trades, so pass-through charges may not be immediately charged to the Customer’s account following a trade in certain securities. Such charges may not have been included in GTN ME’ schedule of fees as they are one off charges which are trade specific or Customer specific. GTN ME reserves the right to charge the Customer as and when GTN ME is informed of such charges by the Clearing broker/s or custodians even if such charges have not been included in GTN ME’s schedule of Fees. I agree to pay such charges or permit GTN ME to debit my Account upon receipt of notice of such charges which are not included in GTN ME’s schedule of fees.
	3. **Taxes.** I agree that GTN ME, may, in its discretion, deduct or withhold from any Trading Account or from any amount due to me, all forms of tax (whether a tax of the DIFC, United Arab Emirates, the United States of America or of any other country) imposed in accordance with Applicable Regulations. In accounting for taxes or in making deductions or withholdings of tax, GTN ME may estimate the amounts concerned. Any excess of such estimated amounts over the final confirmed liability shall be credited to my Trading Account. Any deficiency of such estimated amounts under the final confirmed liability may be deducted or retained from any amounts that GTN ME and/or its Affiliates may owe to, or be holding for, me. If I have closed my Trading Account by the time a deficiency becomes apparent, I confirm that I shall remain liable for, and will be required to pay an amount to GTN ME in respect of, that deficiency.

Taxes with-held from distribution of dividends and pay-outs by the companies will also be deducted from the amount’s receivable by the Client and the Client will not contest GTN ME’s decision on such tax deduction.

Omnibus Client will be subject to tax laws and regulations of U.A.E and other markets/countries in various jurisdictions in which GTN ME trades on behalf of the Omnibus Client via Omnibus Account. The Omnibus Client shall not claim his right for exemption of taxes considering any treaties between the Omnibus Client’s country of residence and the country of the Financial Markets in which the Omnibus Client trades.

All fees and relevant costs referred to in this Agreement are subject to a Value Added Tax (VAT). The VAT percentage and its implications are governed by the Gulf Cooperation Council (GCC) common VAT agreement executed on 27/11/2016 and the UAE Federal Decree-Law No. 8 of 2017 on Value Added Tax and the Executive Regulations issued thereto.

* 1. **Account Types:** GTN ME offers many different account types. Account types may be subject to certain restrictions and eligibility requirements, and certain services are not available to all customers and account types. Further information on this subject is on GTN Middle East Financial Services (DIFC) Limited Web Site. I am responsible for selecting the account type that is appropriate for my needs and circumstances. GTN ME reserves the right to limit the number of Trading Accounts I maintain (or have a beneficial interest in) at any one time.
	2. **Joint Accounts:** If there is more than one Account Holder, the legal ownership of the Trading Account will be as designated on the Trading Account Opening Application. If no designation is made, each Account Holder directs GTN ME to establish the Trading Account as joint tenants having equal share in the Trading Account with rights of survivorship. If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Agreement, any Transaction or otherwise relating to the Trading Account, including responsibility for Orders entered through the Service or using any user ID and password assigned to the account, regardless of which Account Holder gives such instructions, enters such Orders or changes such password. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with GTN ME as fully and completely as if such Account Holder were the sole Account Holder including, (a) to trade for the Trading Account pursuant to this Agreement, (b) to receive all correspondence and documents in respect of the Trading Account (and a notice or other document delivered to one of the Account Holders shall be deemed to have been received by all Account Holders), (c) to receive or withdraw money from the Trading Account, (d) to execute agreements relating to the Trading Account, and (e) to deal with GTN ME fully. Each Account Holder authorizes GTN ME to follow the instructions of any one Account Holder concerning any matter pertaining to the Trading Account. This includes purchase and sale of Securities and/or Other Property, delivery of any or all Securities and/or Other Property in the Trading Account to any Account Holder or to any third party, or disbursement of any or all monies in the Trading Account. GTN ME is not responsible for determining the purpose or propriety of any instruction received from any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of Securities and/or Other Property between or among Account Holders. At its sole discretion, GTN ME reserves the right to require joint action by the Account Holders in matters relating to the Trading Account and to require written instructions from one or all Account Holders. If GTN ME receives instructions from any Account Holder that, in GTN ME's opinion, conflict with instructions received from any other Account Holder, GTN ME may comply with any of these instructions or advise each Account Holder of the apparent conflict and take no action as to any of these instructions until the conflict has been resolved to GTN ME's satisfaction. The Account Holders acknowledge that GTN ME has possession over the collateral in the Trading Account, whether owned by the Account Holders individually or jointly.

In the event of a dispute between or among Account Holders of which GTN ME has notice, GTN ME reserves the right, but is not obligated, to place restrictions on a Trading Account. For example, if an Account Holder requests a restriction be placed on access to funds in the account because of a pending litigation or dispute between Account Holders, GTN ME may prohibit all transfers of funds from the account, with such restrictions to remain in place until GTN ME actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account Holders. GTN ME also may, at the expense of the Account Holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, GTN ME may deliver the account into the registry of the court, at which time GTN ME will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Trading Account, the remaining Account Holder(s) will immediately give GTN ME official written notice and/or proof of such change of ownership or capacity. All expenses due at the date of such notification shall be charged to the Trading Account. GTN ME will not be responsible for any transfers, payments or other Transactions in the Trading Account made at the direction of a former Account Holder or incapacitated Account Holder before GTN ME actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, GTN ME may require additional documents and reserves the right to retain such assets in and/or restrict Transactions in the Trading Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any Losses in the Trading Account arising out of or relating to Transactions initiated before GTN ME actually received and had a reasonable amount of time to act on such official written notice. GTN ME will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes.

# Registration and safeguarding of client investments

* + 1. **Registration**: I authorize GTN ME to register any Securities and/or Other Property in my Trading Account in the name of GTN ME or any other nominee, including any custodian or sub-custodian, or to cause the Securities and/or Other Property to be registered in the name of, or in the name of any nominee of, a recognized depository clearing organization. My ownership of these Securities and/or Other Property is reflected in GTN ME's records. Without abrogating any of GTN ME's rights under this Agreement and subject to prior satisfaction of any indebtedness I may have to GTN ME, I am entitled to receive physical delivery of fully paid certificated Securities and/or Other Property from my Trading Account. On my written instructions, and on paying any applicable fees, any certificate that is capable of being produced or obtained by GTN ME in physical form will be sent to me on my request.
		2. **Safeguarding of Client Investments** : In accordance with the rules of the DFSA, GTN ME may at its own discretion appoint a third-party agent to act as custodian in different countries after undertaking an assessment of such third party agent and having concluded on reasonable grounds that the third party agent is suitable to hold those safe custody investments. Trading under a custodian service may be offered by GTN ME to the Account Holder at a different rate from trading without custodian services and GTN ME shall inform the Account Holder of such rates in advance. GTN ME will agree with the Account Holder separately the terms for arranging safe custody for their Assets.

If a Custodian is appointed as above the Account Holder’s Safe Custody Investments may be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.

I understand that I may only have a contractual (and not a proprietary) right to the return of Securities or Other Property held in my name with a custodian, sub-custodian, nominee, depository or clearing organization in certain jurisdictions. Where this is the case, it is possible that my Securities or Other Property may not be returned in full if such custodian, sub-custodian, nominee, depositary or clearing organization becomes insolvent or otherwise defaults on its obligations. I agree that GTN ME shall not be responsible for any Losses that I may suffer in such circumstances.

* 1. **Personal Information.** The respective rights and responsibilities of GTN ME and myself regarding the collection, processing and use of my personal information and my rights to limit the use and disclosure of such information, are set forth in the GTN Middle East Financial Services (DIFC) Limited Privacy Statement published on the GTN Middle East Financial Services (DIFC) Limited Web Site at www.gtnme.com as amended from time to time. Such rights and responsibilities are further defined by Applicable Regulations. In the event of any controversy regarding GTN ME's collection, use, processing, transfer, or receipt of any information about me, I agree that my remedies will be expressly limited to those specifically provided by the Applicable Regulations, in accordance with this Agreement. I authorize GTN ME from time to time to obtain reports concerning my credit standing and business conduct. I also authorize GTN ME, without notifying me, to request a new credit report in connection with any review, extension or renewal of my Trading Account and to contact such banks, financial institutions and credit agencies as GTN ME shall deem appropriate to verify information regarding myself. On written request, GTN ME will advise me whether it obtained credit reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, I understand that GTN ME reserves the right to report to consumer and securities credit reporting agencies any Debit Balance or negative credit information pertaining to any Trading Account held by me at GTN ME. I authorize GTN ME to share credit bureau information and any other personal information that GTN ME obtains with its Affiliate(s) and with unaffiliated third parties in accordance with the GTN Middle East Financial Services (DIFC) Limited Privacy Statement. I further authorize GTN ME to investigate my current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker dealers, banks, and compliance data centers as GTN ME shall deem appropriate. I understand that upon reasonable request made by me in writing to GTN ME, I shall also be allowed, at my sole cost and expense, to copy such records.

I understand that according to FATCA, GTN ME is required to submit my account details and any other Personal Information to the Internal Revenue Service of the United States of America (IRS), DFSA, tax authorities of DIFC and U.A.E (local tax authorities), any other regulators or third parties as per applicable statutory requirements from time to time, if my account falls under the category of a Reportable “U.S. Account” or “Recalcitrant Customer / Recalcitrant Account Holder” under FATCA.

I understand that in compliance with CRS (and as per applicable statutory requirements from time to time) , GTN ME is required to submit my account details and any other Personal Information (including but not limited to all current and historical data related to my/our personal details, TIN , account balances, financial income [profit/loss] gross proceeds on sale of securities) or forms provided by me/us to the Dubai Financial Services Authority, local tax authorities, any other regulators or third parties. Such information will finally be reported to my/our country of Tax residence.

I authorize GTN ME to disclose all current and historical data related to my Personal Details, Account Balances, Financial Income [profit/loss] Gross proceeds on sale of securities and any other information to IRS, DFSA, local tax authorities or any other regulators or third parties.

I understand that once my Personal Information has been submitted as set out above, such Personal Information is no longer protected by the DIFC laws. Also, my above Personal Information may be passed to other Tax authorities or third parties under the provisions of the US laws, CRS or any other applicable law and my Personal Information can be used by such authorities for law enforcement actions.

In the event of such disclosure above mentioned, I hereby release and discharge GTN ME from its obligation of non-disclosure under this agreement, GTN Middle East Financial Services (DIFC) Limited’s Privacy Statement or any other Applicable Regulations.

* 1. **Satisfaction of Indebtedness.** I agree to satisfy any indebtedness to GTN ME and pay any Debit Balance in any of my Trading Accounts on demand. My Trading Account will not be closed until I cause to be delivered to GTN ME all Securities and/or Other Property that the Trading Account is short and all funds to pay in full for all Securities and/or Other Property that the Trading Account is long. If I have a Debit Balance in my Trading Account and I own an interest in any other Trading Account (including those accounts held by me with Affiliates of GTN ME), GTN ME may, to the extent permitted by law, effect a transfer or demand a distribution from such other account to cover any Debit Balance due to GTN ME, without notice to me, my personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall solely be mine or held jointly with others. I agree that, on GTN ME's written demand; I will execute all documents necessary to affect a distribution from such other account and to cause such funds to be paid immediately in order to satisfy my indebtedness to GTN ME. GTN ME's rights under this paragraph are in addition to and with full reservation of GTN ME's rights to take any additional action, including legal action, to recover any indebtedness I may owe to GTN ME. I agree to indemnify and hold GTN ME and/or its Affiliates harmless from and against any costs or Losses incurred in connection with enforcing its lien or any other remedies available to it. In enforcing its rights hereunder, GTN ME may act in its discretion without regard to any tax or other consequences that I may face as a result of such actions. I further agree to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event GTN ME incurs expenses other than for the collection of deficits, with respect to any of my Trading Account(s), I agree to pay such expenses.
	2. **Lien and Liquidation; Remedies.** I agree that all Securities and/or Other Property held in Trading Account(s) by me either individually, jointly with others or as a guarantor of the account of any other person (including, where permitted, those accounts held by me with Affiliates of GTN ME and irrespective of the number of Trading Accounts I may have with GTN ME) or which may at any time be in GTN ME's possession or control or carried on the books of GTN ME for any purpose, including safekeeping and all rights, whether due or not, that I may have against GTN ME will be subject to a first, perfected and prior lien, security interest and right of set-off and held as security by GTN ME or its Affiliates for the discharge of any indebtedness or obligation I may have to GTN ME and/or its Affiliates, however such obligation may have arisen. I understand that GTN ME, to the extent permitted by law, may at any time and without giving me prior notice, use, sell, liquidate, realize, close out and/or transfer any or all Securities and/or Other Property to satisfy any indebtedness or obligation to GTN ME, however such obligation may have arisen. Any proceeds arising from such sales or realisations will be applied by way of set-off to reduce or discharge my liabilities or obligations owed to GTN ME or its Affiliates. Any proceeds remaining thereafter will be credited to my Trading Account. In the event of a breach or default by me under this Agreement, GTN ME will have the rights and remedies available to a secured creditor under all Applicable Regulations in addition to the rights and remedies provided in this Agreement. I will be liable to GTN ME and will indemnify GTN ME and its Affiliates against all liabilities, costs, Claims or Losses and expenses incurred by GTN ME or its Affiliates in respect of any action taken pursuant to the provisions set out in this paragraph.

Where a debit balance remains on my Trading Account, I agree that I shall on request pay sufficient funds (or, if agreed with GTN ME, deliver sufficient Securities or Other Property) into the Trading Account to remove the debit balance. If I fail to do so within 48 hours (or such longer period as may be agreed by GTN ME) of the time at which GTN ME requests payment, GTN ME may commence court proceedings in my country of residence or in any other jurisdiction or commence arbitration proceedings in order to recover the amount owed. For the purposes of this paragraph, I will be deemed to have received GTN ME's request to deposit additional funds or Securities and/or Other Property at the time at which such request is (i) sent to me by email, or (ii) notified to me by telephone.

I agree that GTN ME may in its discretion, at any time and from time to time, without notice to me, apply and/or transfer any or all of my funds between any of my Trading Accounts. To the maximum extent permissible by any Applicable Regulation, I hereby also grant to GTN ME the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the Securities and/or Other Property of other customers, to itself as broker or to others, any of my Securities or Other Property held by GTN ME as collateral. GTN ME shall at no time be required to deliver to me the identical Security or Other Property delivered to or purchased by GTN ME for any of my Trading Account. Should I take delivery of currencies through settlement of trades, GTN ME is obliged to make full payment for the delivery on 24 hours’ notice. This authorization shall apply to any and all Trading Accounts carried by GTN ME for me and shall remain in full force until all Trading Accounts are fully paid for by me or notice of revocation is sent by GTN ME.

I further agree that in the event of: (a) my death or judicial declaration of incompetence, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against me, (c) the filing of an attachment against any of my Trading Accounts with GTN ME, (d) GTN ME's determination that any collateral deposited to protect one or more of my Trading Accounts is inadequate, regardless of current market quotations, to secure the said account or accounts, (e) my failure to provide GTN ME any information requested pursuant to this Agreement, or (f) any other circumstances or developments that GTN ME deems appropriate for its protection, then, in GTN ME's sole discretion, it may take one or more, or any portion of, the following actions: (i) satisfy any obligation that I may have to GTN ME, either directly or by way of guaranty of surety, out of any of my funds or property in its custody or control, (ii) pledge, transfer or sell or purchase any or all Securities or Other Property as the case may be which are held or carried for me in the Trading Account (including those accounts held by me with Affiliates of GTN ME) or any other account in which I have an interest, either individually or jointly with others, (iii) cancel, terminate, accelerate, liquidate and/or close out any or all agreements or Transactions or any and all outstanding Orders or contracts, or any other commitments made on my behalf and calculate damages in a manner it believes appropriate, and (iv) take any other action as GTN ME, in its discretion, deems appropriate with respect to any of the foregoing and apply the proceeds to the discharge of the obligation. I also agree that any of the above actions may be taken without demand without prior notice of sale or purchase or other notice to me, my personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall solely be mine or held jointly with others and that in liquidation of my long or short positions, GTN ME may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of GTN ME may be advisable to protect or reduce existing positions in a Trading Account. Any sales or purchases hereunder may be made at GTN ME's discretion on any Financial Market(s) or on any other market or trading facility where such business is then usually transacted or at a public auction or private sale, and GTN ME may purchase the whole or any part thereof free from any right of redemption.

* 1. **Disclaimer of Liability.** I understand and agree that GTN ME and/or its Affiliates will not be liable to me or to third parties, or have any responsibility whatsoever, for: (a) any Claims or Losses arising out of or relating to a cause over which GTN ME and/or its Affiliates do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, Force Majeure Events, exchange or Financial Markets rulings or suspension of trading; or (b) any special, indirect, incidental or consequential damages (including lost profits, trading losses and damages) that I may incur in connection with my use of the Service provided by GTN ME under this Agreement.
	2. **Restrictions on Account Services.** I understand that, to the extent permitted by law, GTN ME may place trading, disbursement, service or other restrictions on my Trading Account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, a Debit Balance in my Trading Account, or in the event of a dispute between joint Account Holders. I understand that GTN ME may be required to liquidate or close out Securities and/or Other Property in my Trading Account to satisfy any such court order, garnishment, tax levy or other legal obligation. GTN ME will not be held liable for any Claims or Losses that arise out of or relate to any such Transaction and I agree to indemnify and hold GTN ME and/or its Affiliates harmless from and against any Claims or Losses they may incur in taking such actions. I understand that GTN ME may refuse for any reason to accept share or other ownership certificates for deposit into my Trading Account.

I agree that if restrictions or prohibitions are enforced by markets, regulators, or by a policy introduced by any executing broker or Custodian of GTN ME in relation to trading in certain securities then such restrictions will be applicable to my Trading Account.

# Refusal of orders/restrictions on trading in penny stocks and illiquid stocks

GTN ME’ may at his discretion refuse to execute any buy or sell of any scrip / shares / stock / derivatives contract on behalf of the client including but not restricted to dealings in penny stocks, illiquid stocks, infrequently traded stocks /contract or any other category, etc. if GTN ME / Exchanges / Regulatory Authorities is of the view that such execution would adversely affect market integrity or give rise to regulatory / disciplinary actions / concerns. The restriction on the stock/securities may be as to the price, quantity or mode of placement of orders. GTN ME reserves the right to disable certain scrips for trading on online trading platform and/or authorised persons terminals or put quantity or price restrictions while putting trade orders. The penny stock would mean any stock trading at a price less than USD 0.1 or equivalent in other currency or at a price less than the face value or any other stock specified by the Regulatory Body/Stock Exchange as such or which are appearing in the list of illiquid securities issued by the Exchanges every month. In general terms, it is a low priced, speculative security or a very small company, regardless of market capitalization.

The above referred restrictions are placed on the trading activities of the client as the stock may be exposed to price rigging and other market manipulative activities. Clients may note that for risk mitigation, GTN ME shall have the right to reject the orders placed by the client and/or put circuit breakers to discourage trades getting executed at unrealistic prices from the current market price of the security or prohibit the client from trading in illiquid securities which creates artificial liquidity or manipulates prices or to discourage client from cross/ synchronized trading and GTN ME shall not be liable for any loss arising out of non-acceptance or rejection of the client orders for any such reason if the client fails to give sufficient reason for placing such orders.

* 1. **Termination of this Agreement and Termination of Trading Accounts.** This Agreement shall continue in effect until termination on my part and/or by GTN ME. I may close my Trading Account at any time, after all Debit Balances are paid, on written or oral notice to GTN ME. GTN ME reserves the right to terminate my Trading Account or to block my access to the Service with or without notice, for any reason or for no reason. The terms and conditions set out in this Agreement will survive termination of my Trading Account and will continue to apply to any disputed or other remaining matters involving my relationship with GTN ME. After the termination of my Trading Account, I will remain liable to GTN ME for payment of any indebtedness or obligation to GTN ME, plus interest as provided under this Agreement.
	2. **Transfer of Accounts.** By submitting a Trading Account transfer request, I authorize GTN ME to act on my behalf to initiate a transfer of the Securities and/or Other Property in my Trading Account to an account I have established with another broker-dealer. Once GTN ME receives a transfer request in good order, GTN ME will submit the instruction to the other firm, which is then responsible to facilitate delivery/receipt of the assets in question. GTN ME may, under certain circumstances, reject the transfer request before or after initiation and I will be notified of any such rejection electronically, by telephone or otherwise. GTN ME is not liable for any Claims or Losses I may sustain in connection with the Securities and/or Other Property in the Trading Account as a result of the rejection or between the time that it decides to reject a transfer request and my receipt of notice of the rejection. It is my responsibility to ensure that my instructions are accurate before submitting a transfer request to GTN ME. A transfer request cannot be amended or cancelled after GTN ME receives and initiates the transfer. GTN ME may in its discretion attempt to abide by a subsequent request for a change to a transfer request, but it is not obligated to do so, and GTN ME will not be liable for any Claims or Losses that arise out of or relate to an attempt to amend or cancel a transfer request. If I arrange for a transfer to be directed to my Trading Account by contacting the delivering firm directly, I am responsible for ensuring that such transfer is initiated properly and that GTN ME's instructions are given to the delivering firm in exactly the form required by GTN ME for identification of me and my Trading Account for proper Transaction posting. I understand that any erroneous, mismatched, or incomplete identifying information on an incoming or outgoing transfer may result in such transfer being rejected, lost, posted to an incorrect account, or returned to the originating firm without notice to me, and I agree to indemnify and hold GTN ME and/or its Affiliates harmless from and against any Claims or Losses arising out of or relating to: (i) any erroneous, mismatched, or incomplete identifying information on a transfer; and (ii) any transfer for which GTN ME is in compliance with applicable regulatory or self-regulatory requirements dealing with account transfers. Unless otherwise indicated on GTN ME's Trading Account transfer form, I authorize GTN ME to liquidate any positions in non-transferable assets, deduct any Debit Balance and transfer the resulting balance. I understand that after receiving a transfer request, GTN ME will cancel, or will instruct the delivering firm to cancel, all open Orders for my Trading Account and to fulfil the transfer request as needed.

# 3.17. Account Holder’s/Client assets/ Client Money and investments.

1. I acknowledge that GTN ME offers executing broker services to me. If for any reason the Client Money, investments/or instruments (“Client Assets”) must be held by GTN ME for any period of time on my behalf, I acknowledge and consent that Client Assets will be held by GTN ME in accordance with the Client Asset rules of the DFSA (the “Client Asset Rules”) unless the Account Holder is classified as a Market Counterparty under the Client classification. If the Account Holder is classified as a Market Counterparty, GTN ME may exclude the application of the Client Money Provisions under the DFSA Rules. The Account Holder hereby acknowledges and consents to such exclusion of the application of Client Money Provisions on the Account Holder in the event that the Account Holder is classified as a Market Counterparty and agrees to the following with regard to Client Money;
2. the protections conferred by the Client Money Provisions do not apply to such Client Money;
3. as a consequence of (i), such Client Money may be mixed with money belonging to GTN ME, and may be used by GTN ME in the course of GTN ME’s business; and
4. in the event of insolvency, winding up or other Distribution Event stipulated by the DFSA:
5. in the case of a Domestic Firm, such Client Money will be subject to and distributed in accordance with the DFSA Client Money Distribution Rules; and
6. in the case of a non-Domestic Firm, such Client Money will be subject to a regime which may differ from the regime applicable in the DIFC.
7. GTN ME may as required by me hold Client Assets in a jurisdiction outside the DIFC. Client Assets may be pooled (i.e., may be held in an account containing the assets of more than one client) and I will not receive any interest on Client Assets. GTN ME may also hold Client Assets with a broker dealer or a third- party agent which is within the same Group as GTN ME either within or outside the DIFC.
8. GTN ME will obtain a written acknowledgement from the institutions with which GTN ME holds Client Assets (Third Party Agents), within 20 days of opening of such accounts for Client Assets, to the effect that all Client Assets standing to the credit of the account is held by GTN ME as agent and that the Third Party Agent is not entitled to combine the account with any other account or to exercise any charge, mortgage, lien, right of set-off or counterclaim against Client Assets in that account in respect of any sum owed to it on any other account of GTN ME; and such account has been denoted as Client Monies/Securities Account/s and that the title of the said account sufficiently distinguishes that account from any account containing assets belonging to GTN ME.
9. I acknowledge that the Client Money or Client Investments may be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC when the Client Money or Client Investments are held in the jurisdiction of the DIFC.
10. A depository or third party may hold a security interest, lien or right of set-off, over Client Assets. GTN ME’s maximum liability in the event of the default of an institution with whom Client Assets are held shall be limited to the amount received by GTN ME from the defaulting institution.
11. In the event of GTN ME’s insolvency, winding up or other Distribution Event stipulated by the DFSA, the Client’s Money will be subject to the DFSA’s Client Money Distribution Rules.
12. If GTN ME receives funds in a currency but does not have a Bank Account denominated in that currency and if GTN ME considers it would be unduly burdensome to open such an account, GTN ME may convert the funds and hold them in a Bank Account in a different currency. The value of such funds after conversion is subject to the risks associated with exchange rates, which will be borne by the Account Holder.
13. GTN ME has the right to deduct and/or recover from the Client Money any amounts that the Account Holder owes GTN ME in case of Account Holder’s failure to meet any of Account Holder's financial obligations under this Agreement.

# GTN ME TRADING SERVICES

* 1. I ACKNOWLEDGE THAT I ALONE AM RESPONSIBLE FOR DETERMINING THE SUITABILITY OF MY INVESTMENT CHOICES IN LIGHT OF MY PARTICULAR CIRCUMSTANCES. I UNDERSTAND THAT GTN ME ASSUMES NO RESPONSIBILITY FOR SUCH DETERMINATION. As a self-directed investor, I assume full responsibility for each and every Transaction in or for my Trading Account and for my own investment strategies and decisions. I understand and agree that GTN ME and/or its Affiliates will have no liability whatsoever for the results of my investment strategies, Transactions and decisions.
	2. **No Advice.** Unless otherwise specified in writing, GTN ME does not and will not provide me with any legal, tax, estate planning or accounting advice. GTN ME does not and will not provide me with any advice regarding the suitability, profitability or appropriateness for me of any security, investment, financial product, investment strategy or other matter. Unless otherwise specified in writing, I acknowledge that GTN ME employees are not authorized to give any such advice, and I will neither solicit nor rely on any investment advice from any GTN ME employee. Unless otherwise specified, any information provided through the Service will not be used or considered by me as a recommendation that I buy, sell or hold a Securities and/or Other Property or pursue any particular investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell securities on behalf of GTN ME. I also acknowledge that GTN ME neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by me through the Service. This includes bulletin boards, message boards, chat services or other online conference or telecast by third party providers accessed or made available through GTN ME. If I choose to rely on such information, I do so solely at my own risk. I understand that the research, analysis, news or other information made available through the Service is not personalized or in any way tailored to reflect my personal financial circumstances or investment objectives and the securities and investment strategies discussed may not be suitable for me.

# Transaction Confirmations.

1. GTN ME will provide the Client confirmation notes for the trades as follows:
2. When GTN ME executes a transaction for the Client, a confirmation note(s) (in electronic form, preferably using electronic mail addressed to the email ID of the Client or its designated officials) will be sent to the Client as soon as possible and in any case no later than 2 business days following the date of execution of the transaction.
3. When GTN ME has executed a transaction or series of transactions in accordance with Rule 6.8.5 of the DFSA rulebook on Conduct of Business i.e., COB (averaging of prices), GTN ME will send a confirmation note relating to those transactions as soon as possible, but no later than 2 business days following the last Transaction.
4. The confirmation note will include the details of the transaction i.e., trade confirmations, holding statements, cash balances of accounts, and commission calculations and any further details in accordance with the relevant DFSA Rules.
5. GTN ME is not required to issue confirmation notes where a Professional Client has advised in writing that he does not wish to receive such confirmation notes.
6. It is my responsibility to review all confirmations of Transactions immediately on receipt, whether delivered to me electronically, by postal mail or otherwise. I will notify GTN ME of any objection to the terms and conditions of a confirmation within two (2) Days after my receipt of the confirmation. GTN ME is entitled to treat the terms and conditions of the confirmation as accurate and conclusive unless I object within two (2) Days of receipt. Written objections on my part must be directed to GTN Middle East Financial Services (DIFC) Limited, Unit 303, Liberty House, Dubai International Financial Center, P O Box 507133, Dubai, U.A.E, and shall be deemed received only if sent by e-mail to operations@gtnme.com or actually delivered or mailed to GTN ME by registered mail, return receipt requested. Failure on my part to object shall be deemed acceptance and ratification of all actions taken by GTN ME or GTN ME's agents prior to receipt of said statements. My failure to receive a Transaction confirmation shall not relieve me of the duty to inquire of GTN ME and to object as set out herein. In all cases, GTN ME reserves the right to determine the validity of my objection. If I object to a Transaction for any reason, I understand that I will attempt to limit any Losses that may result from such Transaction. I understand and agree that unless I take such action to limit Losses, I will bear sole responsibility for any and all further Losses that may occur thereafter, even if my objection to the initial Transaction is ultimately determined to be valid. If there are no Transactions within my Trading Account for a period of at least one (1) year, my account will be subject to a dormant account fee as indicated in Trading Account Opening Application.
	1. **Statement of Accounts.** I agree that GTN ME is not obligated to provide me with any trade status report other than the official confirmation. GTN ME may provide electronic or other trade status reports as a courtesy only, but GTN ME does not guarantee the accuracy or timeliness of such interim trade status reports and will not be liable for any Losses arising out of or relating to delayed issuance or failure to issue an electronic or other trade status report, or from errors in such reports that are subsequently corrected by GTN ME in official confirmations. It is my responsibility to review all Statements of Account promptly on receipt, whether delivered to me electronically, by postal mail or otherwise. I will notify GTN ME of any objection (including any claim of improper transfers, omissions, check alterations, forgeries, other errors or fraudulent occurrences) to the information contained in my Statement of Account (excluding Transactions, which are covered by Transaction confirmations as stated above) within five (5) Days after my receipt of the Statement of Account. GTN ME is entitled to treat the information contained in the Statement of Account as accurate and conclusive unless I object within five (5) Days of receipt. In all cases, GTN ME reserves the right to determine the validity of my objection to the information contained in the Statement of Accounts. I hereby waive my rights to receive periodic statements at suitable intervals in accordance with the DFSA Rules.
	2. **Notices and Other Communications.** GTN ME will forward to me as necessary or publish on the GTN ME Website any and all notices and other communications relating to my Trading Account, including but not limited to Notice of policies with regard to trading prohibitions or restrictions introduced by executing brokers or custodians of GTN ME, GTN Middle East Financial Services (DIFC) Limited Privacy Statement(s), prospectuses and, where required by Applicable Regulations, any proxy materials, annual reports, notices of meetings and any other material furnished to GTN ME by issuers whose securities I own by sending such notices and other communications to the postal or electronic address as I designate on the Trading Account Opening Application, or as I designate from time to time in writing addressed to GTN ME. Such notices will be deemed to constitute good and effective delivery to me when sent by GTN ME whether or not actually or timely received or accessed, unless GTN ME receives actual notice to the contrary (by rejected e-mail delivery notice, returned postal mail or the like). I am responsible for reading the notices published on the GTN ME Website for notifying GTN ME immediately of any change to the postal or electronic address specified. Notices and other communications may also be provided to me orally. Such notices left on an answering machine, or otherwise, will be deemed to have been delivered whether actually received or not. I waive all claims resulting from any failure to receive the notices and communications specified in this Clause. I hereby authorize GTN ME to transmit all Transaction confirmations and Statements of Account, and any communication in respect of account activity, funds and positions by facsimile transmission, e-mail, internet access or otherwise to such e-mail address, facsimile number or other address as I designate on the Trading Account Opening Application, or as I designate from time to time in writing addressed to GTN ME. The authorizations in this Clause shall be perpetual, unless changed or revoked in writing by me and addressed to GTN ME. Any change or revocation shall take effect only after the notice in question has been received by GTN ME and after GTN ME has had a reasonable opportunity to act upon the terms and conditions of that notice.
	3. I understand and agree that whilst trading under an Omnibus arrangement with GTN ME, I will not be able to attend and vote at the General Meetings of the investee Companies i.e. Annual General Meetings or Extra-ordinary General Meetings. I agree to forego my right to attend and to vote at all such meetings.
	4. **Monitoring Communication**. I understand and agree that GTN ME may in its discretion, but is not obligated to, monitor or record any of my telephone conversations with GTN ME for quality control purposes and for its own protection. I agree and acknowledge that all conversations may be recorded. Conversations relating to the Trading Account(s) between me and GTN ME personnel may be electronically recorded with or without the use of an automatic tone warning. I further agree to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving myself or GTN ME. I understand that GTN ME destroys such recordings at regular intervals in accordance with GTN ME's established business procedures and hereby consent to such destruction. GTN ME may also monitor and make a record of my use of the Service and any other communications between GTN ME and me and may use the resulting information for internal purposes or as may be required by applicable law. Unless otherwise agreed in writing, GTN ME does not consent to the recording of telephone conversations by any third party or me. I acknowledge and understand that not all telephone lines or calls are recorded by GTN ME, and GTN ME does not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved. GTN ME will retain and store all voice and electronic communications between GTN ME and the Client for a minimum of six months.
	5. **Information made available through the Service.** I understand that I am permitted to store, display, analyze, modify, reformat and print the information made available to me through the Service only for my own use. I will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of GTN ME. I will not alter, obscure or remove any copyright, trademark or any other notices that are provided to me in connection with the information. I represent and warrant that: (i) I will not use the Service in contravention of this Agreement, (ii) I will use the Service only for the benefit of my Trading Account and not on behalf of any other person, and (iii) with the exception of a web browser and other applications specifically approved by GTN ME in writing, I agree not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Service or to automate the process of accessing or obtaining such information.
	6. **Nondisclosure of material, non-public information.** In connection with the Trading and other services that it provides, GTN ME may, from time to time, come into possession of confidential and material, non-public information. GTN ME is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a customer of GTN ME. GTN ME maintains and enforces written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know the information and to assure that it is meeting its obligations to customers and remains in compliance with applicable law. I understand and agree that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, GTN ME will have knowledge of certain confidential or material, non-public information which, if disclosed, might affect my decision to buy, sell or hold a Security and/or Other Property, but that GTN ME will be prohibited from communicating such information to me or using it for my benefit.
	7. **Position limitation and Force Majeure Events.** I understand and agree that GTN ME retains the right to limit the amount and/or total number of open positions that I may acquire or maintain at GTN ME and that GTN ME reserves the right to refuse to accept any Order. I agree that GTN ME shall not be responsible for any loss or damage caused, directly or indirectly, by any Force Majeure Events or by GTN ME's refusal to accept an Order. I understand that GTN ME shall only be liable for its actions directly attributable to gross negligence, wilful default or fraud on the part of GTN ME. GTN ME shall not be liable for losses arising from the default of any agent or any other party used by GTN ME under this Agreement.
	8. **Equities Options.** GTN ME may, at its discretion, permit me to use my Trading Account(s) for investing in exchange-traded equities options. Equities options enable investors purchase or sell one or more securities at a future date at a pre-agreed price. They can be used to take a leveraged position in the underlying security but show increased volatility and may expire valueless if the price of the underlying security is below (for a call option) or above (for a put option) the strike price when the option expires.

I acknowledge that I will not use my Trading Account(s) to engage in short selling, including by purchasing put options other than in order to hedge Securities held in my Trading Account or otherwise owned by me. I understand that my Trading Account enables me to purchase and sell exchange- traded options granted by other market participants, but not to "write" options myself. When purchasing equity options, I will be required to pay the option premium in full at the time of the purchase transaction. I acknowledge that I will not be able to exercise my rights under an option (and that the

option may expire unused) unless I have sufficient cash (for a call option) or Securities (for a put option) in my Trading Account on the relevant dates for exercising the option and settling any resulting transaction. Not all options are capable of being cash-settled. I understand that it is my own responsibility to keep track of my option contracts and of their expiry dates, and that GTN ME shall not be responsible for ensuring that any options held in my Trading Account are exercised, sold or cash- settled prior to expiry.

I understand that options may be extremely volatile, and that I may lose the entire amount invested if the option expires out of the money. I understand that there may not be a liquid market for the purchase and sale of options at all times, and that I may be unable to sell an option before it expires.

I represent and warrant that I will enter into transactions in equities options for investment and hedging purposes only, and that I will not engage in transactions in equities options for speculative purposes.

# MARGIN

* 1. GTN ME may agree to provide a margin loan or collateralized facility (the "Margin Facility") in respect of my Trading Account, such facility to be secured by all cash, Securities and Other Property in my Trading Account or in other accounts held by me with GTN ME or an Affiliate. I agree to incur, service and repay the Margin Facility. I understand that I may repay the Margin Facility at any time by paying an amount to GTN ME that is equivalent to the money borrowed and interest thereon. If GTN ME agrees to provide me with a Margin Facility, I will be able to buy and sell Securities and/or Other Property using the Margin Facility through my Trading Account.
	2. GTN ME will periodically provide me with a statement detailing my recent Transactions, the value of cash, Securities and Other Property held by GTN ME in my Trading Account, and any such other information as GTN ME considers, in its absolute discretion, necessary. Where GTN ME provides me with a Margin Facility, the statement will also set out the amount owed under the Margin Facility, the additional amounts available under the Margin Facility, and the amount of commissions, expenses and costs incurred by me in connection with the Margin Facility. The statements shall take such form and shall contain such content as GTN ME may determine in its absolute discretion.
	3. I agree to make all applicable premium and collateral payments and perform all other obligations relating to Transactions as may be required from time to time by GTN ME and/or a Financial Market on which such Transactions take place.
	4. With respect to the Margin Facility, I will provide Collateral to GTN ME in such amount, form and subject to such timing and valuation mechanics, as GTN ME, in its sole discretion, requires. Without limiting the foregoing, I shall maintain Collateral in the Trading Account with an aggregate value to be determined by GTN ME to be at least equivalent to 50% (the "Account Equity") of the value of the Securities and Other Property, or such other amount as is required under Applicable Regulations, bought using the Margin Facility (such Account Equity being, for the avoidance of doubt, a separate amount of Collateral from that comprised by the Securities bought using the Margin Facility).
	5. If the value of Collateral in the Trading Account drops to less than 35 %, or such other amount or percentage as is required under Applicable Regulations or applicable GTN ME Margin Trading Policy, of the Account Equity, GTN ME will by the end of the relevant Business Day notify me of the reduction in the value of Collateral and request me to increase the amount of Collateral ("Additional Margin") such that the value of the Account Equity is maintained.
	6. Additional Collateral necessary to maintain the required Account Equity must be provided in accordance with such timelines as GTN ME may impose from time to time in its Margin terms, including, in certain cases, immediately.
	7. If at any time the value of Collateral in the Trading Account drops to less than 25%, or such other amount or percentage as is required under Applicable Regulations or applicable GTN ME Margin Trading Policy, of the Account Equity and I fail to provide the required amount of Additional Margin within the time limits set forth above, GTN ME without notifying me may liquidate all or any of my Securities or Other Property in the Trading Account and close any position in the Financial Market to cover any differences resulting from trading on margin so as to maintain Collateral valued at least 50% of the Account Equity, or such other amount or percentage as may be required under Applicable Regulations.
	8. Notwithstanding the above, GTN ME reserves the right to reduce or cancel the Margin Facility made available to me, refuse to grant any further margin facility to me or require me to provide Additional Margin from time to time to maintain the Account Equity.
	9. If Securities and/or Other Property bought on margin are the subject of a corporate event of a kind that gives me the right to subscribe for additional shares pro rata to my holding of such Securities and/or Other Property (including, without limitation, any rights issue, capital increase or spin-off), GTN ME may use reasonable efforts to notify me of this right. If I wish to take up any such right, I shall use my own additional funds to pay for any such additional shares. If I do not pay for any such additional shares, GTN ME shall not be required to subscribe for such additional shares using the Margin Facility or its own funds.
	10. I agree and acknowledge that interest will accrue daily on any Margin Facility made available to me. The amount of interest payable will be agreed between GTN ME and me in a separate document, and GTN ME retains the right, from time to time, to change the interest rate applicable to the Margin Facility, subject to prior notification to me.
	11. Late payment of any amounts due under or in connection with the Margin Facility, including, where applicable, any Collateral requirements, shall render me liable for default interest. This default interest will be applicable from (a) the date on which such amount became due or payable or (b) the date on which Collateral is demanded, as applicable, until the date of actual payment and interest shall accrue at the rate stipulated in the relevant fee schedule.
	12. For the avoidance of doubt, GTN ME may sell some or all of my Securities or Other Property or otherwise close out any Transactions where I fail to maintain sufficient Account Equity. Any resulting proceeds will be set off against any amounts owed by me to GTN ME under the Margin Facility, until sufficient Account Equity has been re-established or the Margin Facility has been paid off in full. Any additional proceeds will be credited to my Trading Account and may be available for withdrawal or reinvestment in accordance with the provisions of this Agreement.

# TRADING

* 1. Under the terms of this Agreement, GTN ME will provide execution services either through (i) Omnibus Accounts; or (ii) Fully Disclosed Accounts or (iii) both of the options in each of the agreed stock exchanges/markets as requested by me/us as the Account Holder/s and/or authorised signatories.
	2. Any assets/shares of a particular transaction will be held in the individual markets concerned either;

(i) in the name of GTN ME in the case of Omnibus Accounts; or (ii) in the name of the Account Holder for the transactions in case of Fully Disclosed Accounts.

* 1. **Responsibility for Orders.** All Orders for the purchase and sale of Securities and/or Other Property given for my Trading Account will be deemed to have been authorized by me and will be executed in reliance on my promise that an actual purchase or sale is intended. It is my intention and obligation to deliver Securities and/or Other Property to cover long positions and to pay for purchase Transactions immediately on GTN ME's demand. In the case of a sale of Securities and/or Other Property, GTN ME is authorized to borrow or otherwise obtain the Securities and/or Other Property as necessary to enable GTN ME to make delivery, and I agree to be responsible for any Losses GTN ME may incur in doing so. I understand that GTN ME may at any time, in its sole discretion and without prior notice to me, prohibit or restrict my ability to trade Securities and/or Other Property. In this regard I agree I shall not have the right to sell Securities and/or Other Property prior to paying in full the value of the Securities and/or Other Property bought, plus the Commission and fees due to GTN ME, the relevant Financial Market(s) and the bank(s), and any other expenses accruing from such Transaction. I further agree not to allow any person to trade for my Trading Account unless a trading authorization for that person has been received and approved by GTN ME.
	2. **Financial Markets Volatility, Market Orders and Limit Orders.** I understand that, whether I place a market or limit Order, I will receive the price at which my Order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from (and may be less advantageous than) the quote provided on entry of an Order or the price level specified for a Stop Loss Order. I may receive partial executions of an Order at different prices. I understand that GTN ME is not liable for any such price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger Orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices. Securities and/or Other Property may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market Order (whether during normal market hours or when the Financial Markets is closed), I agree to pay or receive the prevailing market price at the time my market Order is executed. I understand that the price I pay or receive may be significantly higher or lower than anticipated at the time I placed the Order. To avoid buying a Security and/or Other Property at a higher price and possibly exceeding my purchasing power or selling it at a lower price than I desire, I understand my option to enter a limit Order. I also understand that limit Orders may not be executed at any particular time, or at all if there is not sufficient trading at or better than the limit price I specify. I also understand that the execution of Stop Loss Orders cannot be guaranteed during periods of high volatility. The GTN ME Web Site contains further information regarding Order types and limitations, which I agree to read and understand before placing such Orders.
	3. **Order Handling.** I understand that, subject to the terms and conditions of an Order, the method of execution of each Order is in the sole discretion of GTN ME. If I do not specifically request that my Orders be routed to a particular Financial Market venue to which GTN ME has access, Orders that are accepted by GTN ME will be transmitted to the appropriate exchange or other Financial Market (as determined in good faith by GTN ME) for placement and execution or may result in an internal crossing transaction (where GTN ME or the relevant executing broker matches a buy order generated by one client with a sell order generated by another client, without passing the orders to a Financial Market or other external trading venue for execution) or in a principal trade (where GTN ME or the relevant executing broker takes the other side of the trade) being entered into between me or the relevant clearing broker. Further, to the above I agree to GTN ME internal crossing of transaction under Omnibus account wherein the orders for buy and sell received from other Client(s) of GTN ME at the same price may be matched internally against my/our order without relaying the order to the market. This would apply in the event GTN ME feels that such orders may not be recognized by a stock exchange and there is a possibility that the orders get rejected. In all such cases of internal crossing of orders, GTN ME provides me/us as Account Holders with fast execution of an order as against obtaining the best possible result for the order. Certain orders, at GTN ME's sole discretion, may be subject to manual review and entry, which may cause delays in the execution of my Orders and may cause my Orders to be executed at prices that are significantly different from the price quotes I obtained when I entered my Order. GTN ME reserves the right in its sole discretion to decline to accept any Order or to change its requirements with respect to stop or stop- limit Orders for particular securities or classes of securities without advance notice. I authorize GTN ME to submit my Orders jointly with other Orders for other customers and I acknowledge that the average price for executions resulting from aggregated Orders will be assigned to my Trading Account. I understand that order aggregation may operate to my advantage or disadvantage on individual trades, but that GTN ME will seek to ensure that order aggregation will not, on average, result in its customers as a whole being disadvantaged. On request, GTN ME will make available the underlying records reflecting the actual Transaction prices.
	4. **Purchases.** I promise to pay for all Securities and/or Other Property purchased in my Trading Account by addition of the appropriate cash amount on or before the Settlement Date. Except for conditional offers for the purchase of new issues, GTN ME reserves the right to require that my Trading Account contains funds in an amount equal to or greater than the purchase price of the securities prior to the trade date. I am responsible for my Orders, including any Order that may exceed the amount of funds available in my Trading Account, and I will not rely on GTN ME to reject Order(s) that exceed my purchasing power. If full funds are not available in the Trading Account and my Order is processed, I must promptly deliver payment to GTN ME for receipt on or before the Settlement Date. If payment is not received by the Settlement Date, or as Financial Markets conditions warrant at any time before or after settlement, GTN ME may in its sole discretion liquidate and close out any or all Securities and/or Other Property in the Trading Account initiating the Transaction to satisfy my payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. GTN ME may otherwise liquidate Securities and/or Other Property in one Trading Account to satisfy a payment obligation in another Trading Account. In the event that Securities or Other Property held in one or more of my Trading Accounts are liquidated in accordance with this clause, I will be liable for any Losses incurred by GTN ME and GTN ME shall not be responsible for any Losses (including, for the avoidance of doubt, lost profits) that I may incur as a result of the liquidation.
	5. **Sales.** I promise to deliver all Securities and/or Other Property sold in my Trading Account and to provide collateral of a type and amount acceptable to GTN ME in my Trading Account. GTN ME generally requires that Securities and/or Other Property be held in a Trading Account prior to the acceptance of a sell Order with respect to such Securities and/or Other Property unless the Order is specifically designated as a "short sale." If Securities and/or Other Property is not held in my Trading Account and a sell Order is processed, I must promptly deliver such Securities and/or Other Property to GTN ME for receipt in good deliverable form on or before the Settlement Date. Any Order accepted without negotiable certificates or positions in the Trading Account will be subject, at GTN ME's sole discretion, to cancellation or buy-in. To help ensure this will not occur, I agree that I will place sell Orders only for Securities and/or Other Property owned by me and held in my Trading Account at the time my Order is placed.

Proceeds of a sale will not be paid to me or released into my Trading Account until GTN ME has received the Securities and/or Other Property in good deliverable form, whether from a transfer agent or from me and the settlement of the Securities and/or Other Property is complete. Instructions on how to properly endorse a certificate and deliver it to GTN ME are located on the GTN ME Web Site. If the Securities are not received on or before the Settlement Date, or as Financial Markets conditions warrant, GTN ME may in its sole discretion purchase the Securities on the open Financial Markets for my Trading Account and may liquidate and close out any or all Securities and/or Other Property in any Trading Account in order to pay for such purchase ("buy-in"). In the event that Securities and/or Other Property are bought-in, I will be responsible for all resulting Claims or Losses incurred by GTN ME.

* 1. **Conditional Trading Orders.** I acknowledge and agree that while GTN ME shall use all reasonable care and skill in processing Conditional Trading Orders; (a) such Orders may not be processed at the times specified in those orders or at all and GTN ME gives no warranties or assurances to me in this respect, (b) to the fullest extent permitted by law, GTN ME shall not have any liability for Losses that may be incurred by myself as a result of GTN ME processing Conditional Trading Orders, including but not limited to any failure by GTN ME to process such Orders at the times specified in the Orders, and (c) notwithstanding the provisions of this Clause 6.6 (a) and (b), the maximum liability of GTN ME may have towards myself shall at all times be limited to the actual Losses suffered by me as may be reasonably determined by GTN ME.
	2. **Cancellation Requests, Order Changes, Late and Corrected Reports.** A cancel instruction is only a request and, as such, cancellation of my Order is not guaranteed. GTN ME processes requests to cancel on a best effort basis and is not liable to me if it is unable to change or cancel an Order before the Order is executed. My Order will be cancelled only if my cancellation request is received in the marketplace and matched up with the existing Order before the Order is executed. The ability to cancel an Order depends in large part on the volume of trading in the particular Securities and/or Other Property and marketplace and Financial Markets conditions as a whole, over which GTN ME has no control. Market Orders are subject to immediate execution and, as a general rule, cannot be cancelled during market hours. Market Orders and marketable Limit Orders placed prior to market open are subject to immediate execution at the opening and cancellation requests placed shortly before trading begins may not be capable of being affected. If an Order cannot be cancelled or changed, I agree that I will be bound by the results of the original Order I placed. I will not assume that an Order has been executed, changed or cancelled until I have received a Transaction status report from GTN ME specifically indicating that the Order has been executed, changed or cancelled. From time-to-time GTN ME receives delayed reports of Order executions, changes and/or cancellation request status from exchanges or Financial Markets participants reporting the status of Transactions. I understand that I may be subject to, and will be bound by, late reports of executions related to Orders that were previously unreported to me or reported to me as being expired, cancelled or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace. I am responsible for knowing the status of my pending Orders before entering additional Orders. Any duplication by me of a pending Order will be considered authorized and intended by me, even if the execution of the Order exceeds the funds available in my Trading Account or purchasing power. If I want to change an existing Order, I agree to enter a change Order. If I enter a cancellation request, I agree to wait for a Transaction status report specifically indicating that my cancellation request has been effected prior to entering a replacement Order. By entering a change Order, I can avoid the requirement of waiting for such Transaction status report. Repeated, successive change Orders, particularly when an Order is partially executed, may under some circumstances result in reporting delays and/or inaccuracies in initial Transaction status reports. I will rely on official Transaction confirmations as the official records of Transactions in my Trading Account, and I agree to contact GTN ME in the event I am unclear as to the status of an Order.
	3. **Order Routing.** Consistent with the overriding principle of best execution, GTN ME, using a computerized system, routes Orders for listed and OTC equity Securities to Financial Markets centres, including regional exchanges, securities dealers who make markets OTC and alternative trading systems. GTN ME takes a number of factors into consideration in determining where to route customers' Orders, including the speed of execution, price improvement opportunities (executions at prices superior to the prices then prevailing inside the Financial Markets), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing Orders, whether it will receive cash or non-cash payments for routing Order flow and reciprocal business arrangements. GTN ME regularly and rigorously reviews Transactions, broker-dealers and other Financial Markets centers for execution quality based on the foregoing factors.
	4. **GTN ME as Agent;** Affiliates. I understand that GTN ME is acting as my agent unless GTN ME notifies me in writing before the Settlement Date for a Transaction that it is acting as a principal for its own account or as agent for another person. I agree that GTN ME may provide certain trading or other services to me with or through its Affiliates. I also understand and agree that, in the event an Order is executed with an Affiliate acting as principal, such Affiliate may receive a profit (or loss) in connection with such execution in addition to any Commission, Commission equivalent, mark-up or fee paid to GTN ME.
	5. **Reorganizations and Corporate Actions.** Certain securities may impart valuable rights that expire unless the holder takes some action. I understand that I am responsible for knowing the rights and terms and conditions of all securities in my Trading Account. GTN ME will not be obligated to notify me of any upcoming expiration or redemption dates, or to take any other action on my behalf without specific instructions from me, except as required by law and applicable rules of regulatory authorities. However, if any such Securities and/or Other Property is about to expire, become worthless or be redeemed for significantly less than its fair market value, and I have not provided instructions to GTN ME, GTN ME may, at its discretion, take action on my behalf and credit my Trading Account with the proceeds. Although GTN ME has the discretion to take such action, GTN ME is not obligated to do so. I agree not to hold GTN ME liable for any Losses arising out of or relating to my failure to act or to give instructions to GTN ME to act on my behalf.

I am responsible for knowing about voluntary and mandatory reorganizations related to Securities and/or Other Property that I hold, including mergers, name changes, stock splits and reverse stock splits. GTN ME is not obligated to notify me of any such re-organizations before they occur. I understand that GTN ME will not allocate Securities and/or Other Property resulting from reorganizations until such Securities and/or Other Property are received by GTN ME from the paying agent or depository. On voluntary reorganization instructions (tender or exchange offers), I agree to provide instructions to GTN ME no later than two (2) Business Days prior to the expiration of the offer to allow sufficient time to act on my instructions. Any instructions received after that time will be processed on a "reasonable efforts" basis only. Additionally, I am solely responsible for also knowing about periodic payment activities including cash, and stock. GTN ME is not obligated to notify me of any such activities. I am responsible for knowing when a re-organization, such as a stock split, has changed the symbol and/or the number of shares represented. Overselling in a Cash Account is an impermissible short sale and may result in my Trading Account being restricted.

* 1. **Dividends, Interest and Subscription Rights.** GTN ME will receive periodic payments, such as dividends and interests, on my behalf, and will credit my Trading Account on or shortly after the date funds are received by or on behalf of GTN ME.
	2. **Trading in different jurisdictions and Currency Fluctuation Risk.** I understand that Order(s) will be executed in the relevant currency of the Financial Market(s) and that investing outside my home jurisdiction involves additional risks related to currency fluctuations, economic and political differences and differences in accounting standards. I agree that, in order to trade in different Financial Markets, I first must either: (1) convert USD held in my Trading Account to the applicable currency of that particular Financial Markets in which I wish to trade; or (2) transfer into my Trading Account the applicable currency. Currency exchanges are affected by GTN ME or its Affiliates on a principal basis, and may include a mark-up or mark-down, as appropriate. I understand that more favorable exchange rates may be available through third parties not affiliated with GTN ME.

# Aggregation and allocation:

1. Aggregation:

The Account Holder acknowledges and agrees that the Account Holder’s orders may be aggregated and that the effect of the aggregation may operate on some occasions to his disadvantage.

1. Allocation of investments; Where GTN ME has aggregated an Account Holder’s order with an order for other Account Holders or with an order for its own account, and part or all of the aggregated order has been filled, GTN ME will:
	1. promptly allocate the investments concerned;
	2. allocate the Investments in accordance with the stated intention;
	3. ensure the allocation is done fairly and uniformly by not giving undue preference to itself or to any of those for whom it dealt; and
	4. make and maintain a record of:
		1. the date and time of the allocation;
		2. the relevant Investments;
		3. the identify of each Account Holder concerned; and
		4. the amount allocated to each Account Holder and to GTN ME recorded against the intended allocation as required in (b).
2. The Rules under DFSA with regard to Aggregation and allocation do not apply to GTN ME with respect to any transaction which:
	1. GTN ME undertakes with a Market Counterparty; or
	2. is undertaken on the System which it operates.

**6.16. Derivatives Trading**. The Account Holder shall enter into an agreement with GTN ME as set out in Appendix 1 in order to trade in Derivatives.

# THE SYSTEM

* 1. I understand that GTN ME does not guarantee that all or any of the access routes will be available to me all the time. GTN ME reserves the right to suspend access to the Service without prior notice during scheduled or unscheduled System repairs or upgrades.
	2. **Alternative Means of Access.** GTN ME offers a variety of ways of accessing my Trading Account, including telephone and online via the System. I agree that if I experience any difficulties accessing the Service through any access device, particularly during periods of heavy trading and volatile Financial Markets conditions, I will attempt to use alternate methods to access my Trading Account(s). GTN ME, however, will not accept Orders or instructions by e-mail, facsimile or postal mail.
	3. **Customer Responsibility.** I understand that I am responsible for all acts and omissions relating to the use of the Service, including all Orders entered through the Service using my user ID and passwords. I understand and agree that it is my responsibility to maintain the confidentiality of my user ID and passwords and to change my passwords regularly and to keep them confidential. I agree to notify GTN ME immediately if: (i) an Order is placed through the Service, and I do not receive an Order number; (ii) an Order is placed through the Service, and I do not receive an accurate acknowledgment

of the Order or of its execution; (iii) I receive acknowledgement of an execution of an Order which I believe I did not place; or (iv) I become aware of any unauthorized use of my user ID and passwords.

If I fail to notify GTN ME as soon as practicable when any of the above conditions occur, neither GTN ME nor any of its Affiliates will be liable to me or to any other person for any Claim with respect to the handling, mishandling or loss of any Order.

* 1. **Security.** When I access the GTN ME Web Site, GTN ME's security system automatically protects my communications through server authorization and data encryption. Access requires password authentication to log on to the trading site and to actually place a trade.
	2. **Market Data.** I understand that neither GTN ME nor any participating Information Provider guarantees or makes any warranty of any kind, expressed or implied, regarding the timeliness, sequence, accuracy or completeness of Market Data. I agree that GTN ME is not liable for any Losses (including lost opportunity or profits) arising out of or relating to: (i) any inaccuracy, defect or omission of the data; (ii) any error or delay in the transmission of such Market Data; or (iii) interruption in any such data due to any cause beyond the control of GTN ME. I also understand that each Information Provider asserts a proprietary interest in all of the Contents and the Market Data it furnishes to the parties that disseminate such Contents or Market Data and is the owner of IPRs in respect of such Contents or Market Data. I will use the Contents and the Market Data (including real time quotes) only for my individual non-business use. I will not redistribute or otherwise provide the Contents or Market Data to any person or entity. I understand that GTN ME and the Information Providers may enforce the terms and conditions of this Agreement directly against me.

# GOVERNING LAW AND ARBITRATION

* 1. This Agreement shall be construed in accordance with the laws of the DIFC
	2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA (London Court of International Arbitration ), which Rules are deemed to be incorporated by reference into this clause.
* The number of arbitrators shall be three (3).
* The seat, or legal place, of arbitration shall be DIFC, U.A.E.
* The language to be used in the arbitration shall be English.

The governing law of the Agreement shall be the substantive laws of DIFC.

Both parties agree that the award passed by the Arbitral Tribunal shall be kept confidential from the public, competitors, customers and agents. The decision of the Arbitral Tribunal shall be final and binding upon the parties to this contract and both the parties agree to accept and abide by the award.

# OTHER PROVISIONS AND DISCLOSURES

* 1. **After-Hours and Pre-Market Trading and Other Terms, Conditions and Disclosures.** GTN ME from time to time will inform me of additional terms, conditions and disclosures relating to particular products or services, including the Service and after-hours or pre-market trading sessions. By entering into this Agreement, I agree to abide by all such terms and conditions and disclosures.
	2. **Record Keeping.** GTN ME shall keep records of my Confidential Information, personal information provided under this Agreement and data relating to Transaction(s) for a period of six (6) Years or as otherwise required by the laws and regulations in the DIFC.
	3. **Economic Sanctions**. My Trading Account may be subject to Applicable Regulations relating to economic sanctions and embargos. I represent that I have not been designated by Applicable Regulations as a blocked or sanctioned person, I have no reason to believe that I would be considered a blocked or sanctioned person for the purposes of such Applicable Regulations, and I do not reside in a restricted country. I also represent that I am not employed by, acting as agent of, or partially owned or controlled by, a government, a government-controlled entity or a government corporation or any other person that has been designated by Applicable Regulations as a blocked or sanctioned person. I understand that if my application is deemed to fall under such Applicable Regulations relating to economic sanction and embargos, my Trading Account may be declined or restricted from certain activity.
	4. **Interaction with Other Financial Institutions.** I acknowledge and agree to the extent that I maintain trading accounts or other financial services or investment advisory relationships with affiliated or unaffiliated entities of GTN ME, that such relationships will be considered separate and apart from my Trading Account with GTN ME.

# Modification of Agreement or Service.

This Agreement may be amended in writing signed by both parties to this Agreement.

Notwithstanding the above, changes required by law or Applicable Regulations or by executing brokers or custodians in various Financial Markets will be effective immediately once the revised Agreement or the Notice/announcement in respect of changes has been posted on the GTN ME Web Site.

* 1. **Severability, Waiver and Effectiveness.** If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement. Except as specifically permitted in this Agreement, no provision of the Agreement can be, nor will it be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of GTN ME.
	2. **Non-Waiver.** GTN ME's failure to insist on strict compliance with this Agreement or any other course of conduct on its part or any failure by GTN ME or its agents to assert its rights under this Agreement on any occasion or series of occasions will not be deemed a waiver of GTN ME's rights under this Agreement. No oral agreements or instructions to the contrary shall be recognized or enforceable.
	3. **Successors.** This Agreement will pass to the benefit of GTN ME and its successors, assigns and agents. In addition, I hereby agree that this Agreement and all T&Cs of this Agreement will be binding on my heirs, executors, administrators, personal representatives and any assigns permitted by GTN ME.
	4. **Power of Attorney.** I agree and hereby irrevocably appoint GTN ME, with full power as my true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that GTN ME deems necessary or advisable to accomplish the purposes of this Agreement.
	5. **Entire Understanding; Assignment.** This Agreement, the Trading Account Opening Application, the attachments if any, and all other written agreements and any terms and conditions contained on statements and confirmations together contain the entire understanding between GTN ME and me in respect of the Trading Account(s) and in respect of the Services. This Agreement supersedes any previous agreements that I may have made with GTN ME individually with regard to my Trading Account, and if the Trading Account is held jointly, it supersedes any previous agreements made by the same parties to this Agreement, to the extent that the subject matter is covered by this Agreement. GTN ME may assign its rights and duties under this Agreement to any of its successors, subsidiaries or Affiliates without giving me notice, or to any other entity on prior written notice to me. I may not assign the rights and obligations under this Agreement without first obtaining the prior written consent of GTN ME. Any purported assignment in violation of this Agreement will be void.
	6. **Third party beneficiaries**. All rights of GTN ME under this Agreement shall also be extended to any introducing broker, referring agent, futures commission merchant, broker-dealer or other person who refers or introduces me to GTN ME, each of whom is expressly made a third-party beneficiary of this Agreement. Among other things, this provision accords to the foregoing persons the rights, obligations and privileges of this Agreement relating to the jurisdiction and venue of legal actions or proceedings, governing law and indemnification.
	7. **Binding effect.** This Agreement shall be continuous and shall cover, individually and collectively, all my Trading Accounts at any time opened or reopened with GTN ME irrespective of any change at any time in the personnel of GTN ME or its successors, Affiliates or assigns. This Agreement including all authorizations, shall inure to the benefit of GTN ME and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon myself and/or my estate, executor, trustees, administrators, legal representatives, successors and assigns. I hereby ratify all Transactions with GTN ME affected on my behalf prior to the date of this Agreement and agree that my rights and obligations in respect thereto shall be governed by the terms and conditions of this Agreement.
	8. **Indemnification.** I agree to indemnify and hold GTN ME, its Affiliates, agents, successors and assigns and their respective directors, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by them arising out of my failure to fully and timely perform my obligations under this Agreement or as a result of any of my representations and warranties to GTN ME failing to be true and correct. I also agree to pay promptly to GTN ME all damages, costs and expenses, including attorney's fees, incurred by GTN ME in the enforcement of any of the provisions of this Agreement and any other agreement(s) between myself and GTN ME.
	9. **IPRs.** Unless otherwise informed by GTN ME, any GTN ME Software, hardware or devices GTN ME has provided to me in connection with the Services is licensed to me for the duration of this Agreement. The copyright and all other Intellectual Property Rights in it and in any Documentation or other information GTN ME has provided to me, remains owned by GTN ME or by the person who licenses it to GTN ME (if applicable) user guide or other information GTN ME has provided to me. I understand and agree that I will obtain no rights, title or interest in any such materials or Intellectual Property Rights relating to them. Any hardware or device that GTN ME has provided to me in connection with the Services remains the property of GTN ME. I agree to use it exclusively in connection with this Agreement and as described in any Documentation, and to return it to GTN ME at my own expense within 21 Days of the termination of this Agreement. If any such device or hardware is lost or destroyed whilst in my possession or is not returned to GTN ME in accordance with the terms and conditions of this Agreement, I will pay such replacement and processing costs as GTN ME may reasonably impose.

# ELECTRONIC DELIVERY OF DOCUMENTS AND ELECTRONIC SIGNATURE

* 1. **Consent to Electronic Delivery.** GTN ME is an electronic-based broker-dealer providing self- directed (execution only) trading services. By agreeing to electronic delivery, I am giving my informed consent to electronic delivery of all Account Communications (as defined below), other than those I have specifically requested be delivered in paper form. **"Account Communications"** mean all current and future Statements of Account(s), trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding my Trading Account(s) and the Service (including amendments to this Agreement) delivered or provided to me by GTN ME, the issuers of the Securities and/or Other Property in which I invest and other parties.
	2. **Electronic Delivery System.** GTN ME will notify me by e-mail when Account Communications are posted on the GTN ME Web Site if required by law. I will have access through the GTN ME Web Site to an archive of all documents I received via electronic delivery for at least the current year. I may obtain copies of earlier documents and Account Statements on my request for up to six years and for up to three years for trade confirmations. All e-mail notifications of Account Communications will be sent to my e-mail address of record.

I acknowledge that the internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by GTN ME will not contain sensitive or confidential customer information, including account numbers and the identity of the Securities and/or Other Property purchased. Due to security risks, I will not send any sensitive information, such as account numbers or passwords, in an unencrypted e-mail. E-mails on rare occasions may fail to transmit properly. Regardless of whether I receive an e-mail notification, I agree to check the GTN ME Web Site regularly for up-to-date information and to avoid missing time-sensitive information. I agree that, for my records, I can download and save or print the Account Communications I receive via electronic delivery. In the event that an e-mail notification sent to me is returned to GTN ME as undeliverable, a paper notification will be sent to my postal mail address of record notifying me that Account Communications will be delivered by regular mail until GTN ME receives verification of e-mail address from me. I understand that if I am deemed to have revoked my consent to electronic delivery, GTN ME, at its discretion, may charge me a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to me electronically, or restrict or close my Trading Account. I also understand that GTN ME may restrict or close my Trading Account if the paper notification is returned to GTN ME as undeliverable.

* 1. I agree that the primary method of GTN ME's communication with me will be by posting information on the GTN ME Web Site and, to the extent required by law, sending me a notice that directs me to the GTN ME Web Site from which the information can be read and printed. I understand that GTN ME reserves the right, however, to post Account Communications on the GTN ME Web Site without providing notice to me, send Account Communications to my postal or electronic address of record or to another access device I have registered with GTN ME. I agree to check GTN ME Web Site regularly as I may have no other means of knowing that information and Account Communications have been delivered to me. I agree that all Account Communications provided to me in any of the ways described above will be deemed to have been good and effective delivery to me when sent or posted by GTN ME, regardless of whether I actually or timely receive or access the Account Communication. I agree to promptly and carefully review all Account Communications as and when delivered and notify GTN ME by telephone within, unless otherwise provided herein, five (5) Days of delivery if I object to the information provided. GTN ME is entitled to treat such information as accurate and conclusive unless I object in writing within five (5) Days of delivery.
	2. **Duration of Consent.** This consent will be effective immediately and will remain in effect unless and until either I or GTN ME revoke it. I understand that it may take up to three (3) Days to process a revocation of consent to electronic delivery, and I may receive electronic notifications in the interim.
	3. **Costs**. Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne by me. GTN ME does not charge me additional online access fees for receiving electronic delivery of Account Communications.
	4. **Hardware or Software Requirements**. I understand that to receive electronic deliveries, I must have internet access, a valid e-mail address, the ability to download such applications as GTN ME may specify and to which I have access and a printer or other device to download and print or save any information I may wish to retain. GTN ME will notify me of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

# Consent and Representations.

* + 1. I hereby agree that I have carefully read the above information regarding informed consent and fully understand the implications thereof. I hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. I also agree that I will maintain a valid email address and continue to have access to the Internet. If my e-mail address changes, I agree to notify GTN ME of my new e-mail address immediately in writing (for example, by submitting a completed change of email address electronically through the GTN ME Web Site).
		2. The Account Holder represents and warrants to GTN ME that;
			1. The Account Holder qualifies as a “Professional Client” as per DFSA rulebook and agrees to provide evidence of the same to GTN ME at the time of opening the account and on continuous basis thereafter.
			2. The Account Holder agrees and consents to be classified as a “Professional Client” at all times during the term of this Agreement and acknowledges and agrees that by being classified as a “Professional Client” the Client will not be entitled to the higher level of protection available to retail clients.
	1. **Electronic** Signature. Parties agree that an electronic signature shall be effective to prove each Party’s agreement to the terms of this Agreement. Furthermore, the Parties agree that the terms of this Agreement may be proven through an electronic copy in digital format, and that no original or hard-copy document need be retained to prove the terms of this Agreement. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Parties agree that computer-maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

# 11. USER AGREEMENT/RISK DISCLOSURE

I confirm that I have read and understood, and agree to be bound by, the terms and conditions of the document entitled "Risk Disclosure" of GTN ME (as amended from time to time) available on GTN ME DIFC Web Site.

**IN WITNESS WHEREOF** this Agreement has been executed the day, month and year first above written.

|  |  |
| --- | --- |
| **SIGNED for and on behalf of;****GTN MIDDLE EAST FINANCIAL SERVICES (DIFC) LIMITED by:**Signature: Name: Title:Date: | **SIGNED by/or on behalf of the Account Holder****/CUSTOMER:**Signature: Name: Date: |