

E-STATEMENT APPENDIX

Account No.

Date

E-Statement Appendix – Terms and Conditions

1. Introduction

Whereas the “Client” has executed a Custody agreement with the EFG Hermes Depository Trustee Department (referred to hereinafter as the “Company”)

Whereas both parties desire to develop their relationship, where the Client is aware that this Appendix revolves in existence and nonexistence with the Custody agreement, so that the Client may not conclude such Contract with the Company unless a Custody agreement is concluded with the Company, where this Appendix is considered complementary and supplementary thereto. All the terms and provisions of the Custody agreement shall apply hereto in case this Appendix does not stipulate otherwise.

- The abovementioned Preamble shall be considered integral part of this Appendix.
- This Appendix shall be governed by the Egyptian laws.
- The provisions and terms of the Custody agreement signed between the Client and the Company previously referred to shall apply whenever there is no specific provision mentioned in its concern in this Appendix .

2. Subscription to the Statement of Account Service via Electronic Mail:

- 2.1. The Client hereby acknowledges that he/she chooses the e-mail address set out hereinafter as his/her elected domicile for receiving the periodical account statements and notifications from the Company in relation to the Custody account of the Client in the Company. The Client further acknowledges and confirms that he/she does not wish to receive his/her account statements in the paper format and agrees to receive his/her account statements at the e-mail stipulated below. The Client acknowledges and declares that all account statements and notifications sent to the e-mail address stipulated herein shall be legally valid, effective and binding to him/her.
- 2.2. The Client acknowledges and declares that the Company’s obligation to send the Client periodical account statements according to the Custody agreement and under law Number (95) for the year 1992 and its executive regulations shall be considered fulfilled in full immediately upon the Client’s account statements are sent to the e-mail stipulated below in this Appendix. In this case, the Company will be under no obligation to send the account statements or notifications in paper format.
- 2.3. In case the Client does not receive his/her account statement within the the determined duration (every quarter) at the e-mail stipulated in this Appendix for whatever reason, he/she must promptly notify the Company of the same in writing via registered mail with acknowledgment of receipt. The Client acknowledges and declares that if no such written notification of non-delivery of the Account Statement was sent to the Company until the 15th day after the determined duration, it is to be considered an implied endorsement by the Client of receiving the relevant Account Statement without any liability on the Company.
- 2.4. The Client acknowledges and declares that sending the account statements related to the account of the Client at the e-mail address stipulated in this Appendix does not, and shall not be considered under any circumstances to, violate the Company’s obligation to keep the Client’s information and data confidential according to the Custody agreement executed with the Client and pursuant to the Capital Market Law Number (95) for the year 1992 and its executive regulations. The Client further acknowledges and declares that the security and safety of the e-mail log-on information and all the information and data of the Client’s e-mail is the sole and exclusive responsibility of the Client without any responsibility on the Company in any respect.
- 2.5. In case the Client subsequently wishes to revert to receive the account statements in paper format, the Client must notify the Company in writing via registered mail with acknowledgment of receipt with his/her wish to terminate this Appendix and receive the account statements in paper format at least 30 days before the termination. In this case, this Appendix shall be terminated immediately at the end of the notice period mentioned above without any violation to the validity and legality of all account statements or notifications sent to the e-mail of the Client during the term of this Appendix and without prejudice to any of the Client’s undertakings in this Appendix.

3. Terms of Agreement:

- 3.1. The Client hereby acknowledges and declares that the log-on information of the Client to his/her e-mail as stipulated below are strictly confidential information and the Client is fully and exclusively responsible for ensuring that no person obtains any access to such information. In case any person obtains access to such information, even if unintentionally or by mistake, the Client shall be solely and exclusively responsible for all damages that might incurred by him/her as a result of any manipulation or errors that result from the loss of these information or its usage by any other person even if that person was not the Client or the Client’s delegate, without any responsibility whatsoever on the Company.
- 3.2. The Client must notify the Company in writing by registered mail with the acknowledgment of receipt immediately upon the loss or the compromise of the confidentiality of any of the log-on information of the Client’s e-mail or the Client’s knowledge that such information was obtained by any third party or that the email has been hacked. The Client shall also be under the obligation to provide an alternative. E-mail address and sign an acknowledgement of it before the Company.
- 3.3. The Client shall be fully and exclusively responsible for any damages that may result from such events and for any information sent to the compromised e-mail address until the aforementioned notification sent to the Company. The Client declares and confirms that he/she has read the “Internet Risk Statement” as detailed below in this Appendix and that he/she fully accepts and realizes all the risks related to the access to the information through the internet, including the hacking of the Client’s confidential transactions, the possibility of third party interference and such other security risks as described in this Appendix.

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3. Terms of Agreement Continued:

- 3.4 The Client acknowledges and declares that the Company is not, and shall not under any circumstances be, responsible for any damages or losses incurred by the Client, except for what resulted from the willful misconduct or the fraud of the Company. In particular, the Company shall not be responsible for any loss or additional costs (unless it is proven that the cause of such loss or additional costs was the willful misconduct or the fraud of the Company) which results from any of the following:
- (a) total or partial errors in connections, systems, communications, networks equipment, or technical errors;
 - (b) fraud, forgery or malicious conduct;
 - (c) any accident which is outside the Company's control; and
 - (d) any damage that is occasional or resulting from circumstances which are outside the Company's control.
- 3.5. The Client further acknowledges and declares that the Company shall not be responsible for any viruses, bugs, or spywares in the computer or any problem related to computers or systems which results from the service provided by the internet service website or that might result from the personal computer of the Client. Furthermore, the Company shall not be responsible before the Client in case the cause of the damages is partially or totally caused by a third party.

4. Internet Risk Bulletin

- 4.1. The Client acknowledges and accepts all the risks that may result of the use of internet and the information technologies related thereto. Those risks include but not limited to the following:
- (a) Third party intervention, which includes the interception of the mails and re sending them under false pretenses (such as persons who are capable of hacking a website and manipulate it and persons who are capable of tracing website traffic without manipulation). Third party interference also includes programs and systems (including the viruses, trojans horses and spywares ...etc.) which may interfere or sabotage or jam communications and which may also cause serious damage to the Client's information technology systems including software and hardware;
 - (b) disruption of the communication network which may include interrupted breakdowns, delays and outages;
 - (c) internal encroachments to the Client's computer systems by the Client's employees (in the event the Client is a corporate entity) and other delegated users (in all cases);
 - (d) negligence in dealing with the sensitive information by persons using the computer systems of the Client or the information stored therein or printed or extracted by any other means;
 - (e) possibility that encrypted systems may be subjected to brute force attacks or other forms of attack; and
 - (f) any other risks resulting from the usage of the internet.
- 4.2. The Client hereby acknowledges that security technology, methods for preventing hackers and other alien third parties wishing to obstruct or interfere with internet communication significantly increases over time. Hence, it is possible that it may be necessary to constantly upgrade and update security measures and to improve internet connections and online financial dealings.
- 4.3. The Client acknowledges and declares that he/she will ensure providing firewalls and encryption systems, passwords and other login regulations to decrease the risks of internet use in communications, and in executing dealings. The Client further acknowledges that every mechanism of such security mechanisms and protocols applied is only as strong as the weakest link in the system, hence it is imperative that upgrading and updating be performed and followed up appropriately, in addition to the implementation of internal security regulations in order to insure optimum effectiveness of such systems.
- 4.4. The Client hereby acknowledges and declares that he/she must keep the number of persons that are granted different levels of access privileges (whether physical access or virtual access) with respect to the Client's information technology systems at the minimum number that is necessary for the system to run effectively.

Please write carefully your e-mail address, which will be used to communicate with you in the future in all the account statements and electronic notifications

The E-mail address of the client:

Signature of the client:

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