

# ACCOUNT OPENING AGREEMENT - INDIVIDUAL

Account Number: \_\_\_\_\_

**Know Your Customer**

Name:		
ID Number/ Passport No.:		
Issuing Date: / /	Expiry Date: / /	Issuing Place:
Date of Birth: / /	Citizenship:	Source of Income:
Educational level: <input type="checkbox"/> Primary <input type="checkbox"/> Intermediate <input type="checkbox"/> High school <input type="checkbox"/> Diploma <input type="checkbox"/> Bachelor <input type="checkbox"/> Postgraduate		
Residence Address: (national address if the customer is resident of the Kingdom)		
Address for Correspondence:		
P.O.Box:	City:	Country:
Home Telephone:	Mobile:	
Email:	Language of correspondence:	
Anticipated Volume (Amount Allocated for Investment):		

Employer's Name:		
Position:		Employment Duration
Employer's Address:		
Employer's Phone Number:	Fax:	

Marital Status	Number of dependants:			
Approximate annual income (In SR)?	<input type="checkbox"/> 100,000 or less	<input type="checkbox"/> 100,001 – 300,000	<input type="checkbox"/> 300,001 – 600,000	<input type="checkbox"/> 600,001 – 1,500,000
	<input type="checkbox"/> 1,500,001 – 5,000,000	<input type="checkbox"/> 5,000,001 – 10,000,000	<input type="checkbox"/> 10,000,001 – 50,000,000	<input type="checkbox"/> Over 50,000,000
Approximate net worth (excluding residence (in SAR)?	<input type="checkbox"/> 100,000 or less	<input type="checkbox"/> 100,001 – 300,000	<input type="checkbox"/> 300,001 – 600,000	<input type="checkbox"/> 600,001 – 1,500,000
	<input type="checkbox"/> 1,500,001 – 5,000,000	<input type="checkbox"/> 5,000,001 – 10,000,000	<input type="checkbox"/> 10,000,001 – 50,000,000	<input type="checkbox"/> Over 50,000,000

1. Are you, any of your relatives (second degree), or any of the authorized signatories on this account, currently employed by any institution in the field of Financial or Portfolio Management in KSA?       Yes (Indicate below)     No

Name of Individual: \_\_\_\_\_      Name of Company: \_\_\_\_\_      Position Held: \_\_\_\_\_

2. Are you, any of your relatives (second degree), or any authorized signatories on this account, currently employed by EFG Holding?       Yes (Indicate below)     No

Name of Individual: \_\_\_\_\_      Position Held: \_\_\_\_\_

3. Is the customer a board of directors member, an audit committee member or a senior executive in a listed company?       Yes (Indicate below)     No

Company Name \_\_\_\_\_

4. Does the customer have a close association with a board of directors member, an audit committee member or a senior executive in a listed company?       Yes       No

Company: \_\_\_\_\_      Name: \_\_\_\_\_      Title/Position: \_\_\_\_\_

Name of Customer:	Signature:
Capacity of Signatory (In Person or By Proxy):	Date:

5. Is the customer entrusted with prominent public functions in the Kingdom or a foreign country, senior management positions, or a position in an international organization?  Yes (Indicate below)  No  
 Position Held: \_\_\_\_\_

6. Does the customer have a relationship (by blood or marriage up to the second degree), or have an association with a person entrusted with a prominent public function in the Kingdom or a foreign country, senior management positions, or a position in an international organization?  Yes  No

Name: \_\_\_\_\_ Position Held: \_\_\_\_\_

7. Is the client one of the major shareholders whose the prospectus of any security shows that they are subject to a lockup period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. If the answer is yes, please complete the following: The name of the security (Kindly enclose a list if necessary): _____	
9. Has the customer worked in the financial sector during the past five years? (This includes, for example: working for capital market institutions, banks, finance companies, insurance companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Does the customer have any other practical experience related to the financial sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Is the customer the beneficial owner of the account or business relationship? The identity of the beneficial owner of the account or business relationship, if the answer to above question is No: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you hold or ever held other nationalities? If yes kindly provide more details: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Do you have Investor Number (Investor ID)? <input type="checkbox"/> Yes, Investor ID: _____ <input type="checkbox"/> No	

**Bank Information**

Bank's Name:		SWIFT/IBAN	
Branch	City	Country	
Main Account Number			
Account Name:			

Any other financial information on the Customer's financial situation?  
 \_\_\_\_\_

**Custodian Details**

Name:			
Address for Correspondence:			
Account Name:			
Account Number:			
Indicate where the following should be forwarded	Customer	Custodian	Other: Specify all details as instructed by customer
1) Certificates			
2) Dividends / Other Income			
3) Sale Proceeds			

Name of Customer:	Signature:
Capacity of Signatory (In Person or By Proxy):	Date:



**AGREEMENT**

**Definitions:**

The following definitions shall apply to all items, contents, and pages of this Individual Account-Opening Agreement (the "Agreement")

EFG Hermes KSA or the Company	Means EFG Hermes KSA; a closed joint stock company authorized to carry out dealing, custody, advising and arranging by virtue of license number 06016-37 issued on 22/04/1427 H, corresponding to 20/05/2006 G, by the Capital Market Authority in the Kingdom of Saudi Arabia (the "CMA"). Authorized and paid up capital SAR 86,529,540 Commercial license number 1010226534, Unified Number 7001517825.
Customer	Means the individual accountholder, his representative, agent, or authorized delegate, provided that such representative, agent or authorized delegate provides the Company with valid identification documents at all times
Customer's Account	Means the account or branch accounts registered in the name of the Customer and opened subject to the provisions of this agreement.
Commencement Date	/ /
Block the Customer's Account	Means the block of all money transfers of the Customer Account without the Customer being permitted to use the Customer Account balance in any form.
Freeze the Customer's Account	Means the temporary block of all money transfers from the Customer Account and usage of the Customer Account balance. This does not include preventing the Customer from the sale of its securities, receiving the proceeds and profits generated from its securities into the Customer Account or transfers from its bank account to the Customer Account.

Classification of Customer (To Be Completed By EFG Hermes KSA Only):

The Customer will be designated as which of the following customer classifications under the rules and regulations of the CMA (choose one)?

- Retail                       Qualified                       Institutional

**Capital Market**

All local transactions (including buying, selling, holding, and safekeeping) shall be carried out according to the laws and rules regulating the securities dealings under the supervision of the CMA in the name and to the account of the Customer. Also, the buying, selling, and holding transactions shall be conducted with other financial markets and bourses by authorized financial brokers.

**1. Brokerage**

- a. EFG Hermes KSA charges an execution commission as per the commission mentioned in (Commissions & Fees List) & this commission includes Saudi Exchange Company (Tadawul) & capital market authority's commission.
- b. EFG Hermes KSA deducts all its entitled fees directly from the Customer's Account, and the Customer shall pay the due amounts upon request when the execution invoices are issued.
- c. The Customer shall pay fines in favor of EFG Hermes KSA in case of failing to pay the dues on time.
- d. According to the prevailing laws and regulations, there is no credit interest on the credit balance at any customers' accounts.

In case that the Customer opens a multi-currency account, EFG Hermes KSA shall have the right to cover the accounts payable from any other accounts without any prior notification.

**2. Conflict Of Interests**

EFG Hermes KSA shall take into account the necessity of avoiding any intentional conflict of interest with its customers whatsoever, in line with the laws, rules, and regulations of the CMA.

**3. Reports and Statements of Accounts**

Account Statement will be sent to the Customer by email, the statement will include any deposits, withdrawals, sales, procurements, transfers, or any other movements executed on the Customer's Account and the Customer himself, his duly authorized delegate, or his agent shall notify the Company's Compliance Department with the objections within fifteen days from the date of the statement Otherwise the account statement will be considered as final and conclusive.

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#### 4. Collection of Checks

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- a. The Customer shall be provided with an official receipt for all deposits made to the Customer's Account (In case of Checks deposited) and no deposits or withdrawals of any checks shall be made from the Customer's Account unless they are made by the Customer himself or the authorized delegate. Meanwhile, All checks issued for the Customer shall be nominal checks & the customer can transfer money to his account with the company.
- b. Checks withdrawn against any third party are not acceptable.

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#### 5. Safekeeping of Securities; Segregation of Customer funds

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- a. The Customer authorizes EFG Hermes KSA to hold/safe-keep the local securities and bonds, by virtue of this Agreement.
- b. The Customer authorizes the Securities Safekeeping Department of EFG Hermes KSA to sign on his behalf or verify his signature as necessary to transfer and legalize the ownership of the local securities and bonds to governmental entities.
- c. The Customer may add local securities and bonds to his account by submitting the same to the Securities Safekeeping Department of EFG Hermes KSA provided that all profits earned from such local securities and bonds until the day they are submitted are collected in full and their values are paid in full.
- d. In accordance with the Capital Market Institutions Regulations issued by the CMA, which require the Company to segregate its own funds from those of its clients, the Company holds the Customers' funds in a separate client account held within the Kingdom of Saudi Arabia with a local banking institution.

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#### 6. Due Diligence

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EFG Hermes KSA shall carry out Customer's orders (for buying, selling, or holding of securities) consistent with its fiduciary duties under applicable law.

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#### 7. Confidentiality & Data Protection

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- a. **"Confidential Information"** shall mean any and all confidential, personal and/or proprietary information that is disclosed or made available by the Customer to the Company.  

The Company shall not disclose the Confidential Information to any third party other than to its affiliates and its and their respective directors, employees, consultants, third-party contractors or advisors (its **"Representatives"**) if they have a need to know the Confidential Information for the purpose; and will not use it for any other third party's benefit.
- b. Without prejudice to the above, Confidential Information may be disclosed in the following cases: (i) the client has explicitly consented to its disclosure; ii) its disclosure is reasonably necessary to perform a particular service for the client; or (iii) the information is no longer confidential (iv) information is required to be disclosed by any court or arbitrator of competent jurisdiction, law, recognized stock exchange, government department or agency, regulatory authority or professional obligation to which the Company is subject.
- c. The Company hereby duly informs the Customer that it is an indirect subsidiary of EFG Holding and there is a backup copy of information stored at the premises of EFG Hermes KSA both on site and its premises off-site, both locations in the kingdom of Saudi Arabia.
- d. The Customer hereby acknowledges that it has agreed to the processing of its personal data by the Company and its affiliates for the purposes specified herein, and that it has been informed of its rights under the Personal Data Protection Law of the Kingdom of Saudi Arabia and its implementing regulations, including the right to access, correct, erase, restrict, transfer, and object to the processing of its personal data.
- e. The Company shall retain the Customer's personal data for the period necessary to fulfill its obligations under this Agreement, or for the period of time required by applicable laws.
- f. The Company may, in its sole discretion, appoint third-party data processors to process the Customer's personal data. In such event, the Company shall ensure that such third parties are bound by obligations to protect the Customer's data and take all the appropriate technical, organizational, contractual, or other legal measures necessary to protect the Customer's data.
- g. The Customer agrees that the Company (or any third-party data processor appointed by the Company ) may process its personal data for the following purposes:
  - To provide the products or services that the Customer has requested;
  - To improve the Company's products and services;
  - To market the Company's products and services to the Client; and
  - To comply with all applicable laws and regulations.
- h. The Company may, for the purpose of the Agreement, transfer the Customer's data to legal entities within the EFG holding group and to its service providers outside the Kingdom of Saudi Arabia for the purposes of fulfilling its obligations under this Agreement, complying with regulatory requirements, and providing and executing investment and marketing services.
- i. The Company may, for the purpose of this Agreement, transfer the data to countries that may not provide a level of data protection that is equivalent to the laws of the Kingdom. In such circumstances, The Company shall ensure, as required by applicable law, that your privacy rights are adequately protected by technical, organizational, contractual, or other appropriate legal means.

- j. The Customer has the right to withdraw its consent to the processing of its personal data at any time by contacting the Company. However, such a decision to withdraw the Customer's consent may limit the Customer's use of the Company's services. The Company reserves the right to terminate this Agreement in the event that the Customer withdraws its consent.
- k. The Customer acknowledges that withdrawing its consent to the processing of its personal data does not affect the legality of the processing that has been carried out. The Customer further acknowledges that even after withdrawing its consent, the Company may retain its personal data for a period of time as required by law.
- l. In case of any default regarding the processing and/or the use of the Customer's data, the Parties shall have the right to resort to the competent supervisory authority in the Kingdom of Saudi Arabia.
- m. The Company acknowledges that it has implemented strong security measures to protect the Customer's personal data from unauthorized access, use, disclosure, alteration, or destruction.
- n. The Customer acknowledges that it may exercise its rights under the Saudi Personal Data protection Law and it's implementing regulation by contacting the Company through "efghermes\_dataprotection@efg-hermes.com". The Company will take all necessary steps to process your request within a period not exceeding 30 days from the date of submission of the request.

For more information about the company's privacy policy please visit: <https://www.efghermesksa.com/Privacy-Policy.aspx>

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## 8. Communication and Correspondences

- a. Unless otherwise indicated in this Agreement, any notifications given or contacts made in connection with this Agreement shall be given or made by telephone, facsimile, or in writing and can be modified or even cancelled if they have not yet been actually put into effect.
- b. Any notification given or contact made to or from the Customer shall be given or made via the Customer's own telephone number, facsimile number, or at the address shown on the brokerage/intermediary account form (KYC Form). The Customer hereby gives consent and agrees as to having his telephone calls recorded to make sure that his verbal messages have been promptly put into implementation in accordance with the rules and regulations of the CMA. EFG Hermes KSA will retain copies of such recordings for ten years, or in the event of a dispute between the parties hereto or a regulatory inquiry initiated by the Customer, until such dispute is fully resolved or the inquiry complete, as applicable.
- c. The Customer, any agent or authorized delegate of the Customer, and any other person acting on behalf of or to the account of the Customer, hereby declare that any facsimile-transmitted copy bearing either of their signatures, in the manner agreed in advance with the Company, shall have the same force and validity as if such signatures have been affixed on the original document and that EFG Hermes KSA shall not be held responsible or incur any liability or any loss in connection with the said facsimile-transmitted copy or document. Also, the Customer, any agent or authorized delegate of the Customer, and any other person acting on behalf of or to the account of the Customer hereby acknowledge that each of them has taken notice that all orders, instructions, and information issued by any of them are recorded and that EFG Hermes KSA has been provided a copy of the recordings.
- d. All correspondences sent to the Customer at his email address shown in the brokerage/intermediary account form (KYC Form) shall be considered as if they have been delivered to him personally. The Customer shall be responsible for notifying us with any changes in his email address. The buying and selling invoices will be sent within 24 hours from implementation, whether execution has covered the whole of them or any part thereof; and the Customer shall accept the same as long as that his order does not stipulate for the impermissibility of partial execution.

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## 9. Closing of Account; Changes to Terms

- a. This Agreement may be terminated at the request of either of the parties hereto upon at least fifteen (15) working days advance written notice.
- b. This Agreement may be terminated at any time by the mutual written agreement of the parties hereto, such termination to be effective as of such date agreed between the Customer and the Company.
- c. The Customer may terminate the appointment of the Company under this Agreement at any time by written notice to the Company if the Company:
  - i. has committed a material breach of the terms of this Agreement and has failed to remedy such breach within 30 days of receipt of written notice from the Customer requiring it to do so;
  - ii. has committed a material breach of a regulatory requirement to which it is subject, or has failed to obtain or no longer holds, any registration, filing, approval, authorization or consent required by the Company to conduct its obligations pursuant to the terms of this Agreement, in each case that materially adversely affects the performance of its duties under this Agreement; or
  - iii. if any of the following circumstances occurs in relation to the Company:
    - 1. it is, or is deemed to be for the purposes of any applicable law, insolvent or unable to pay its debts as they fall due;
    - 2. it admits its inability to pay its debts as they fall due;
    - 3. it suspends making payments on any of its material debts or announces an intention to do so (save where it believes it has grounds to do so); and
    - 4. an order is made, or a resolution is passed, for its winding up (except a voluntary liquidation for the purposes of solvent reconstruction or amalgamation) or an administration order is made in this respect.

- d. The Company may terminate this Agreement at any time by written notice to the Customer and without any need to obtain a court order or take any other legal procedures:
- i. if the Customer has committed a material breach of the terms of this Agreement and has failed to remedy such breach within 30 days of receipt of written notice from the Company requiring it to do so; or
  - ii. if any of the following circumstances occurs in relation to the Customer:
    1. it is, or is deemed to be for the purposes of any applicable law, insolvent or unable to pay its debts as they fall due;
    2. it admits its inability to pay its debts as they fall due;
    3. it suspends making payments on any of its material debts or announces an intention to do so (save where it believes it has grounds to do so); or
    4. an order is made, or a resolution is passed, for its winding up (except a voluntary liquidation for the purposes of solvent reconstruction or amalgamation) or an administration order is made in this respect.
  - iii. should the Customer fail to provide the Company with the information updates required within five (5) years from the date of Freezing the Customer Account (without the Customer Account being blocked, or linked to any securities, and there are no obligations on the Customer Account), the Company may transfer the available cash of the Customer Account to the Customer's bank account, close the portfolios linked to the Customer Account, unless it is linked with more than one Customer Account, then close the Customer Account.
- e. Termination of this Agreement is without prejudice to the completion of transactions already initiated by the Company on behalf of the Customer as at the date of service of notice of termination and the Company is hereby required to complete all such transactions and the Customer shall bear all additional expenses which the Company necessarily incurs in terminating its appointment pursuant to this Agreement and any losses necessarily realized in settling or concluding outstanding obligations of the Customer incurred by the Company under this Agreement prior to such occurrence. The fees payable to the Company under this Agreement and any other fees or expenses reimbursable to the Company under this Agreement shall continue to accrue during the period in which the Company completes such transactions initiated prior to service of such termination notice.
- f. Upon the termination of this Agreement, the Company shall be entitled to receive all unpaid fees and other moneys accrued to it up until the date of termination but neither party shall be entitled to any compensation for termination. The Company may liquidate investments in the Customer's Account to make such payments to itself.
- g. Without in any way limiting the rights granted to the Company in 10 (d), upon termination, the Company shall be entitled to direct any custodian bank to retain such securities and cash as may be required to settle transactions already initiated and to pay any outstanding liabilities of the Customer. Where insufficient cash is available to settle such outstanding transactions and/or liabilities, the Company may at its discretion sell such of the Customer's investments as it may select in order to realize funds sufficient to cover any outstanding amount, and/or cancel, close out, terminate or reverse any transaction or enter into any other transaction or do anything which has the effect of reducing or eliminating any outstanding amount or of reducing or eliminating liability under any contracts, positions or commitments undertaken on the Customer's behalf.
- h. For the avoidance of doubt, the parties acknowledge and agree that their respective accrued rights and obligations prior to the date of termination of this Agreement and the provisions of Clause No. 7 of this Agreement shall survive and continue in full force and effect after the termination of this Agreement or the cessation of the Company to act under this Agreement for any reason whatsoever.
- i. Upon the termination of this Agreement, the Company shall make such arrangements as it considers reasonably necessary or as the Customer reasonably requests to transfer the management of the Customer's Account back to the Customer or to a new manager, as may be directed by the Customer in writing. provided that the Company's rights have been settled in full. This will include, without limitation, closing the Customer's Accounts, transferring title to investments, transferring cash balances, and advising third parties with whom the Company has dealt in relation to the Customer's Account in the term prior to termination that the appointment has terminated and handing over such records or copies of such records as may be necessary (in the reasonable opinion of the Company) for the ongoing management of the Customer's Account. All reasonable costs of the Company in carrying out such arrangements shall be borne by the Customer and the Company may liquidate investments in the Customer's Account to make such payments to itself.
- j. The Company reserves the right to amend or modify the terms of this Agreement from time to time on fifteen (15) days prior notice to the Customer.
- k. In any event of force majeure, whether environmental, meteorological, political, economic or otherwise, the Company reserves the right to (i) suspend the terms and conditions of this Agreement for any period of time it deems appropriate and/or (ii) terminate this Agreement. In either of the options mentioned in k (i) or k (ii) the suspension and/or termination of this Agreement shall take immediate effect as of the date on which the Company notifies the Customer of the same should this notification be possible for the Company to undertake, and the Company shall not abide by the obligations referred to in Clause 9 e.



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**10. Payment and Failure to Pay:**

- a. Except as permitted for margin trading, the value of buying the securities and bonds shall be deposited to the Customer's Account before buying the same. The Customer shall agree to pay the above-mentioned value to EFG Hermes KSA and shall also declare that he is fully responsible for his orders to EFG Hermes KSA.
- b. In its complete discretion EFG Hermes KSA may extend credit to the Customer from time to time, in accordance with the Capital Market Institutions Regulations of the CMA, to enable the Customer to engage in a margin transaction as permitted by the Company's policies and regulations. The terms of such margin trades will be as stated in the Company's Funding Agreement for Concluding Margin Transactions. This Agreement does not address margin trading terms and does not permit the Customer to engage in margin trading.
- c. In the event that the Customer fails to meet any of his obligations in a timely manner, whether such obligations are stipulated in, related to, or arise out of this Agreement, then he shall be liable for indemnifying EFG Hermes KSA and for compensating it for all moral and material damages as well as the costs incurred by EFG Hermes KSA, in addition to any applicable fines.
- d. Without in any way limiting the rights granted to the Company in 9 (g), in the event the Customer does not pay to EFG Hermes KSA or any of its affiliates any amount on or before the date such amount is due, such failure to pay on time shall be considered as and will be an authorization from the Customer to EFG Hermes KSA to sell the securities and bonds, whether local or international, held in any the Customer's Accounts with EFG Hermes KSA, and any of its affiliates, as may be needed to provide sufficient cash to pay all amounts the Customer may owe EFG Hermes KSA and its affiliates (including but not limited to all transaction costs and other costs of collection). EFG Hermes KSA and its affiliates may apply the proceeds of any such sale, and also any cash in any of the Customer's Accounts with EFG Hermes KSA or any of its affiliates to cover the amounts the Customer may owe EFG Hermes KSA or its affiliates. Any excess amounts not needed to make such payments shall be returned to the Customer's Account. Notwithstanding the foregoing, if the proceeds of such sales and collections of such cash are not sufficient to pay all the amounts owed to EFG Hermes KSA or its affiliates, then the balance due from the Customer may be claimed through all legally available means. EFG Hermes KSA and its affiliates may make such sales and apply such proceeds immediately without any prior notice to the Customer. EFG Hermes KSA will provide a statement to the Customer of such sales effected and how the proceeds of such sale are applied. The terms of this Clause 10 (d) shall apply and govern during and until the termination of this Agreement, at which point the terms of Clause 9 shall apply.
- e. However, in its sole discretion, EFG Hermes KSA may elect to grant to the Customer a grace period of not more than five business days to make payment of any amounts due to EFG Hermes KSA. If EFG Hermes KSA grants such a grace period it will notify the Customer, and the Customer hereby acknowledges to abide by the grace period and payment default provisions to be mentioned in such notification.

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**11. Acknowledgement of Risks:**

The Customer hereby acknowledges that the nature of dealing in securities and bonds, whether local or international, and whether by buying or selling them, is risky; and that the value of assets invested in any securities market, whether local or international, may be decreased from time to time. Therefore, the Customer hereby pledges to take the full risk and not to shoulder EFG Hermes KSA with any responsibility in this regard. On its part, EFG Hermes KSA shall perform its tasks consistent with its fiduciary duties under applicable laws and regulations.

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**12. Research:**

- a. The findings of research conducted by EFG Hermes KSA may be sent to the Customer from time to time. Such research is provided for informational purposes only. Such findings shall not be considered, by any means, as consultation, advice, or an offer for buying or selling investments provided by the Company to the Customer or any third party.
- b. EFG Hermes KSA does not in any way guarantee or warrant the accuracy, perfection, or completeness of any such findings, whether upon publication or at a later date, and shall not be responsible or liable for any actions or omissions by the Customer or any third party in connection with such findings.
- c. EFG Hermes KSA is not obligated to notify the Customer with respect to any change in the information contained in the research and EFG Hermes KSA shall in no way be responsible or liable for any actions or omissions by the Customer or any third party taken based on any research findings.
- d. As regards our research, it must be well known that, although the Company has obtained the necessary licenses for provision of consultancy services, it is the duty of the Customer to rely on his own efforts for personal analysis, verification, and scrutinizing always and in all cases, notably in case of verbal recommendations on disposal of securities and bonds, whether local or international.

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**13. Undertakings:**

- a. The Customer undertakes that it understands the terms and conditions of this Agreement, and that all data and information (including but not limited to the information in relation to Foreign Account Tax Compliance Act and Individual Tax Residency Self-Certification) provided to the Company are correct, comprehensive, valid and non-misleading.
- b. The Customer undertakes to provide the Company with the updated information and documentation of the Customer and its authorized representative to operate the Customer Account as they expire or as soon as they are renewed.

- c. Upon the Company notifying the Customer at least ninety (90) days prior to the expiry of any of the List of Required Documents set forth in this Agreement, the Customer undertakes to comply with such request and provide the Company with the relevant information and documentation as required.
- d. The Customer undertakes of its commitment to update its documents and information or to confirm that there are no changes to its information and/or documentation, either when requested by Company or at the end of each period set by the Company, provided that such period does not exceed 3 years. The update must include all information and documentation that were previously obtained at the time of opening the Customer Account in accordance with the List of Required Documents in this Agreement and the CMA Regulations (including but not limited to the Investment Accounts Instructions and Annex (3-5) of the Capital Market Institutions Regulations), and the information and documentation (including but not limited to the power of attorney issued by the Customer in favor of the authorized person) of the authorized individual(s) to operate the Customer Account on behalf of the Customer.
- e. The Customer undertakes to immediately notify the Company and provide it with the renewed versions of the Customer's List of Required Documents (as set forth in this Agreement) after their expiry.
- f. The Customer undertakes to comply with the Capital Market Law, its Implementing Regulations, in particular the Anti-Money Laundering Law and its Implementing Regulation and the Law on Combating the Financing of Terrorism, and other applicable laws and regulations in the Kingdom of Saudi Arabia.
- g. Where the Customer requires an Iqama to enter and reside in the Kingdom of Saudi Arabia, the Customer understands, acknowledges and agrees that his right to invest in securities in the Kingdom is associated with providing his residence permit (Iqama) to the Company; and that the Company will freeze the investment account if he does not update the Customer Account information or does not provide the Company with the residence permit (Iqama) after its renewal. Further, such Customer undertakes to provide the Company with the renewed residence permit (Iqama) upon its expiry, or when the Company requests an update of said Customer's information and documentation.
- h. Where the Customer requires an Iqama to enter and reside in the Kingdom of Saudi Arabia, the Customer undertakes that the Company shall have the right to liquidate the securities in the portfolio linked to the Customer Account, transfer the cash to the Customer's bank account linked to the Customer Account and close the Customer Account if such account was frozen for more than twelve (12) months. Further, the Customer will not be capable of closing the Customer Account if the residence permit (Iqama) has expired, until after renewing such residence permit or upon the issuance of a final exit visa.
- i. The Customer undertakes that it is aware that the Company may decline to complete an order/instruction, if in the Company's sole discretion, the Company believes that such order will be deemed as an actual or potential breach of any applicable law in KSA (including but not limited to the CMA rules, regulations, circulars or policies).
- j. The Customer shall not transmit any sell order unless it has sufficient available securities free of any registered restrictions that may prevent the sale of said securities, and shall not transmit any buy order unless it satisfies the cash requirements prior to settlement. The Company will consider transmitting any order by the customer as an acknowledgment that it has sufficient available securities or it has sufficient cash requirements, as the case may be. The Customer shall send a confirmation to the Company in relation to sufficiency of securities or cash promptly upon the Company's request. The Customer shall notify the Company, in the manner specified by the Company in its sole discretion, of any short selling order before it transmits any short selling order. The Customer undertakes that prior to transmitting any short selling order, it shall ensure that in respect of such order, (i) it has the arrangements in place to ensure that the order is covered sufficiently by borrowed securities; or (ii) it has exercisable and unconditional rights to borrow the relevant securities in accordance with the CMA approved Securities and Borrowing Regulations issued by Saudi Exchange Company ; and (iii) it has complied with the Saudi Exchange's Short Selling Regulations and all other applicable laws and regulations relating to the short selling of listed securities issued by the CMA, Edaa, the Saudi Exchange and any other regulatory and/or governmental body.
- k. The Customer undertakes that it may not violate ownership of securities restrictions and limits issued, or to be issued, by the CMA or other regulatory authorities, and shall remedy any breaches made within the time limits prescribed by the relevant laws and regulations. The Customer shall promptly notify the Company of any restriction imposed on its trading of securities, whether selling or buying, for whatever reason. The Customer shall be under the obligation to refrain from insider trading based on inside information. The Customer further undertakes that it is aware of all relevant laws, regulations and resolutions issued in this respect.
- l. The Customer acknowledges that it is aware that the Company entered into an agreement with a general clearing member (the "GCM") for the purpose of providing services in relation to securities clearing in accordance with applicable regulations. The Customer acknowledges its awareness of risks arising from using the services of such GCM including, without limitation, trade limit reduction without prior approval of the Company, delay in clearing the transactions, or failure to close the transactions. The Customer acknowledges and agrees to disclose its data to the GCM, where necessary, upon the GCM's request for the purpose of providing its services, upon the request of competent authorities, or in accordance with law or regulation.
- m. The Customer declares that all documents submitted, information contained therein and all information contained in the KYC Form are true, complete, accurate and the same as the information filed with the Securities Depository Centre ("Edaa") for the purpose of obtaining the Investor Code. The Company assumes no liability resulting from submitting untrue information or the information being different from the information filed with Edaa.

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**14. Freeze the Customer's Account:**

Subject to the Company notifying the Customer at least one (1) month prior to any Freeze of the Customer Account, the Company shall have the right to Freeze the Customer Account in the event of the following:

- a. any breach of Clause 13 sub clauses (a), (b), (c), (d), (e), (f) and (g) of this Agreement; and
- b. expiration of the validity date of any of the items in the List of Required Documents set forth in this Agreement that were provided by the Customer for opening the Customer Account, provided that the Company has notified the Customer at least ninety (90) days prior to their expiration.

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**15. Block the Customer's Account:**

The Company shall have the right to Block the Customer's Account and disclose its information, provided that the Company receives a request from the CMA or a competent judicial authority through the CMA.

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**16. Complaints:**

In compliance with the applicable Saudi Arabian laws, EFG Hermes KSA undertakes to handle all complaints received from its customers in the most appropriate manner, and within the shortest time period possible, according to the following mechanism:-

- a. The Customer shall have the right to file his complaint against any of the officials or employees of the Company by submitting the complaint directly to the Compliance Department of the Company or by sending it via the registered mail, e-mail, or facsimile to the attention of the Compliance Officer (contact-ksa@efg-hermes.com).
- b. The Compliance Officer shall have the complaint, received according to the above-mentioned methods, registered with a serial number as per the date of receiving it; and the registration shall be made in a register designated by the Company for that purpose. Then, the Customer shall be provided with the serial number for follow-up.
- c. The Compliance Officer shall proceed with investigating into the complaint immediately upon receiving it. He shall examine the complaint in an unbiased way and take the necessary corrective actions, if any, and then notify the Customer with the outcome of investigations within a maximum period of four weeks according to the complexity and concomitant circumstances of each complaint.
- d. If the complaint is resultant from the behavior of a third party working with the Capital Market Institution or recommended by the Capital Market Institution, then the Capital Market Institution shall interfere in favor of the Customer and exert utmost effort to settle the complaint.

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**17. Dispute Settlement:**

In case that a conflict arises in connection with this Agreement, such dispute shall be resolved by the Committee for the Resolution of Securities Disputes according to the rules and regulations of the CMA and the laws of the Kingdom of Saudi Arabia.

**Acknowledgement/Declaration:**

The Customer hereby declares that he is the original genuine owner and the sole beneficiary of the Customer's Account and that his financial sources are lawful, legitimate, and compliant with the relevant regulations. The Customer hereby adheres to Capital market authority implementing rules and regulations and all official directives on Anti-Money-Laudry and Combating the Financing of Terrorism and Know-Your-Customer ("KYC").

Name of Customer:	Signature:
Capacity of Signatory (In Person or By Proxy):	Date:

**Commissions and Fees List**

<b>Transactions Commissions &amp; Fees</b>	
<b>On each executed order in Equities, Right entitlements, ETFs and REITs</b>	
Brokerage Commissions	0.105%
Market Fees	0.015%
Securities Clearing Center Fees	0.005%
Capital market Authority Fees	0.03%
<b>Total Commissions &amp; Fees</b>	<b>0.155%</b>

<b>Transactions Commissions &amp; Fees</b>	
<b>On each executed order on Listed Sukuk and Bonds</b>	
Brokerage Commissions	0.100%
Market Fees	0.005%
Annual safekeeping fees charged by Edda 0.4 bps.	
<b>Total Commissions &amp; Fees</b>	<b>0.105%</b>

<b>Transactions Commissions &amp; Fees</b>	
<b>On each executed order on Unlisted Sukuk and Bonds</b>	
Brokerage Commissions	0.100%
Market Fees	0.005%
Market Fees with Maximum SAR 5,000	
<b>Total Commissions &amp; Fees</b>	<b>0.105%</b>

The fees and commissions mentioned above are part of Clause No. 1 of the Account-Opening Agreement to open an account with EFG Hermes KSA, who shall have the right to introduce any changes at any time after notifying the Customer in advance of any such changes. Such changes shall be deemed to be in effect after such notification to the Customer.

Notwithstanding the above mentioned clause, the Company shall immediately introduce changes to such fees and commissions, provided that such changes are required by the regulatory authorities in KSA (including but not limited to Tadawul and the CMA). While the Company will always attempt to notify the Customer prior to the introduction of such additional charges such notification may not be possible and the Customer by signing this Agreement waives any objection the Customer might have to the introduction of such charges by the Company prior to the Customer being notified.

EFG Hermes KSA will deduct from the Customer's Account banks transfer fees issued by banks not registered in the clearinghouse as well as the fees of transfers made from the Customer's Account according to Customer's instructions in addition to the administrative fees pertaining to the Customer's Account.

**Tax:**

This agreement is subject to the provisions of value added tax rules issued by the Zakat, Tax and Customs Authority (ZATCA) of the Kingdom of Saudi Arabia, by imposing a value added tax at the prevailing rate as set by the ZATCA on all commissions, fees and other services provided for the benefit of the customer and it will be collected from the customer according to the conditions of this agreement.

<p>Name of Customer:</p>  <p>Capacity of Signatory (In Person or By Proxy):</p>	<p>Signature:</p>  <p>Date:</p>
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**List of Required Documents:**

<b>Natural Persons</b>	<b>Saudi Nationals</b>	<ol style="list-style-type: none"> <li>1. The Customer's National Identification Card or family record.</li> <li>2. FACTA Forms (Where applicable).</li> <li>3. Individual Tax Residency Self-Certification.</li> <li>4. Residence address Verification Document (National Address).</li> </ol>
	<b>Individual Expatriates- GCC National</b>	<ol style="list-style-type: none"> <li>1. A residence permits (Iqamah) or a five-year special residence permit or a national ID for gulf Cooperation Council (GCC) nationals or a diplomatic identification card for diplomats.</li> <li>2. Passport copy.</li> <li>3. FACTA Forms (Where applicable).</li> <li>4. Individual Tax Residency Self-Certification.</li> <li>5. Residence address Verification Document (National Address).</li> </ol>
	<b>Foreign Natural Persons not Residing in the Kingdom</b>	<ol style="list-style-type: none"> <li>1. Identification document.</li> <li>2. Passport copy.</li> <li>3. FACTA Forms (Where applicable).</li> <li>4. Individual Tax Residency Self-Certification.</li> <li>5. Residence address verification documents.</li> </ol>

**For any enquiries about these documents, please contact EFG Hermes KSA Account Officers at the following address:-**

**Address:** EFG Hermes KSA,  
Head Office,  
Sky Towers, North Tower, 3rd floor, King Fahd Road  
P.O. Box 300189,  
Riyadh 11372,  
KSA

**Telephone:** +966 (0)11 2938048 - 2938049 - 2506161

**Fax:** +966 (0)11 293 8032 / +966 (0)11 293 8034

**Local Call Center:** 800 1234568

**International Call Center:** +966 (0)11 2506171

**Website:** [www.efghermesksa.com](http://www.efghermesksa.com)

**Account Details: POA/Guardianship**

Full Name
Date Of Birth:
Marital Status/ Number of dependents:
<input type="checkbox"/> Job Employee <input type="checkbox"/> Business Man <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed
Is the Attorney a director or officer of publicly listed company? Yes <input type="checkbox"/> No <input type="checkbox"/> Company:
Place of Work:
Employment Duration:
Nationality
Residence address:
Mailing Address :
National ID / Passport No
POA Date:
Tel :
Fax :
P. O Box :
Email :
Language of correspondence:
Relation with the customer :

Name of Attorney/ Guardian :	Signature:
	Date:
Name of Account Manager (For Internal Use):	Signature:
	Date:
Name of Compliance Officer (For Internal Use):	Signature:
	Date:

**FATCA Self Declaration form for Individuals**

1. Are you a citizen of USA?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Are you a resident of USA?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you hold USA passport?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Were you born in USA & have not waived your US citizenship?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Do you hold USA Green card?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Do you have an address in the USA	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. Are you an American citizen whether you reside in the United States of America or not?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Are you a non American and visited United States of America during the past three years & you are not a diplomat, instructor, student or sports entrepreneur?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If answer to the above is yes, please specify the number of days spent in:

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

Capacity of Signatory (In Person or By Proxy):	Signature:
	Date:

