

 ONLINE TRADING AGREEMENT

This Agreement supplements your existing client agreement with EFG HERMES OMAN LLC, including in particular the Account opening form that you must enter into with us prior to using our online services, via computer system, mobile phones or any other electronic devices, through our website. Your clicking "I Agree" or similar text or use of our online services constitutes your acknowledgment that you have read, understood and accepted the terms of this Agreement and especially the online Trading Risks statement set out below.

We are providing you with the ability to enter orders to purchase or sell securities electronically for your account (s) in relation to the Muscat securities Market. We are also providing you with electronic access to your account information, quotation, other securities market data and information, research and other information through our website. We may change or eliminate information or services at any time without notice.

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### Information

Any information given through electronic access is our property or the property of others who allow us to distribute it to you and is given only for your personal, non-commercial use. You may download such information and print out one hard copy provided you do not remove any copyright or other notices. You may not share, modify or commercially utilize any such information without our written consent and may not use it for any unlawful purpose. You will comply with any request to preserve our or our providers' rights in the information.

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### Hardware and Software Necessary to Access the site

You are responsible for the equipment required to use our online services, and for all fees and charges incurred by you in accessing them. You are responsible for ensuring an appropriate level of security by encryption or any other appropriate means in all communication with us. You will provide us with your e-mail address (other than through our website) and will promptly update us of any changes so that we can communicate with you electronically.

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### Access

To set-up access to our online services, you may be required to provide details of: (a) your trading account number, (b) the online access password given to you by us, (c) nationality, (d) date of birth, (e) and any other information that we request for our account opening or online services application forms. After the initial set-up, you will be able to access our online services by using your username and password ('Access Information'). You will solely be responsible for the confidentiality of your Access Information and for its use. You should change your password after first log-in and periodically thereafter. We will bear no responsibility for any misuse or manipulation by any third party in any manner of your Access Information and /or any information. We will bear no responsibility for any misuse or manipulation by any third party in any manner of your Access Information and / or any information provided to us. If your Access Information is lost or stolen or is revealed to any third party, notify us immediately. After your account is set-up, we will in no case initiate contact with you to request your username or password.

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### Confidentiality

We will use reasonable precautions to maintain the confidentiality of information you receive or provide but there is no assurance that any internet communication will remain confidential. You are solely responsible for ensuring that the Access Information remains confidential. We operate as part of an international group of companies and you hereby authorize us to transfer data to or otherwise share information, including your personal information, about you with our affiliates for reasonable business-related purposes relevant to the financial services that we provide to you.

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### Risk

Our services may be delayed or unavailable during periods of high demand, market volatility, systems upgrades, systems failures, lack of intermittent availability of internet or other online services, maintenance, or for any other reason. During these periods, quotations, orders, and transaction reports may be delayed and the information transmitted to you may not be accurate, even if it appears to be real-time information. The price at which your order is executed may be different from the quote displayed at the time the order was entered. You should also read and understand the online Trading Risks Statement, which forms part of this Agreement.

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### Orders

We will treat any order received from you through our website as an order from you. We will not be responsible for any order received through our website, including without limitation, any mistake, omission, repetition or the like relating to such order. You understand the risks, associated with using the internet and have read and understood the Online Trading Risks Statement set out below. You must have sufficient cash or stock for us to affect any order. We provide no financial, consultancy or any other services regarding any trade in any stock. Any trade in shares or other products listed on the Muscat Securities Market will be solely made by you and you will in no manner rely on any information received from us or issued by our affiliates or business partners.

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### Processing and Execution of Order

We may elect to review your order manually before it is executed. Such manual review may result in a delay in execution and a difference between the execution price and the displayed quote at the time you entered the order. We are under no obligation to report to you any known or suspected errors in your order. Once you place an order, you may not be able to cancel or modify it before execution. Any attempt to modify or replace entered orders may result in duplicate transactions for which you will be responsible.

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Signature

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**Restrictions**

You will not electronically: (a) transmit personal credit information (including credit card numbers); (b) give notice of a change of address; or (c) give instructions to change or confirm your Access Information.

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**Limitations**

We may in our sole discretion add to or eliminate information or services or limit your use of these services by notice posted on our website. Limitations may include restrictions on the number of transactions or the types of transactions or securities or other property that you may enter electronically. You must monitor your account to determine whether any order you place was executed or rejected by us.

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**Trading Hours**

Trading hours will be determined by the Muscat Securities Market unless otherwise notified through our website.

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**Trades**

We may maintain electronic records of all the orders received from you via the internet. All transactions will be binding on you immediately upon submission of any order to the website but execution by us will be on a best endeavors basis only. No proceeds of any sale will be delivered to you until the expiry of the settlement period. We reserve the right to in our sole discretion refuse any transaction if in our opinion the balance is or might become insufficient or price manipulation or other irregularities might be affecting, without any limitation, the market, prices or any other relevant factor. We further reserve the right in our sole discretion to suspend or delay the execution of an order if we or any regulatory authority blocks, delays or otherwise requests further information in relation to a particular trade or set of trades that you submit online.

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**Costs**

Other than the transaction costs payable under the Account Opening Form as from time to time modified or as may be permitted by applicable laws, we currently charge no separate fee for online transactions under this Agreement. We reserve the right to change this at any time by notice posted on our website.

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**DISCLAIMER**

WE PROVIDE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OFFERED AND YOU SHOULD IN PARTICULAR NOTE THE FOLLOWING: (A) COMPLETENESS, QUALITY, ACCURACY AND TIMELINESS OF INFORMATION AVAILABLE THROUGH OUR WEBSITE OR EXECUTION OF ANY ORDER: PRICE QUOTATIONS MAY BE DELAYED AND MAY NOT REFLECT CURRENT PRICES AND SOME TRADES MAY NOT BE EFFECTED OR BE EFFECTED ONLY FOLLOWING A CONSIDERABLE DELAY THAT MAY RESULT IN LOSSES TO YOU; (B) CONTINUATION OF THE SERVICE: WE ARE FREE TO DISCONTINUE ANY PART OF THIS SERVICE UPON NOTICE POSTED ON OUR WEBSITE AND IF AT ANY TIME YOU ARE UNABLE TO ACCESS INFORMATION THROUGH OUR WEBSITE, YOU CAN CALL US ON +968 24760076 OR VISIT OUR OFFICES TO PLACE AN ORDER OR ACCESS OUR BROKERAGE SERVICES; (C) COMPUTER VIRUSES: WE WILL NOT BE LIABLE FOR DAMAGE TO YOUR EQUIPMENT OR SOFTWARE CAUSED BY ANY COMPUTER VIRUS, INTRUSION PROGRAM, SPYWARE, TROJAN HORSE, MALEVOLENT SOFTWARE OR SOFTWARE MALFUNCTION; (D) INFORMATION AND SOFTWARE OF THIRD PARTIES: WE ASSUME NO LIABILITY REGARDING ANY WEBSITE NOT UNDER OUR CONTROL (EVEN IF LINKED TO OR INDIRECTLY ACCESSIBLE FROM OUR WEBSITE); OR FOR SOFTWARE OR HARDWARE DEVELOPED BY ANY THIRD PARTY (EVEN IF LINKED TO OR INDIRECTLY ACCESSIBLE FROM OUR WEBSITE); (E) NO LINK TO ANOTHER WEBSITE SIGNIFIES ANY ENDORSEMENT OF THE SITE OR OF ANY SECURITY OR OTHER LISTED PRODUCT REFERENCED THERE; (F) FORCE MAJEURE: WE WILL NOT BE LIABLE FOR LOSSES RESULTING FROM CAUSES BEYOND OUR CONTROL (INCLUDING, WITHOUT ANY LIMITATION, ANY COMPLETE OR PARTIAL FAILURE OF EQUIPMENT OR COMMUNICATION LINES, PROBLEMS WITH HARDWARE OR SOFTWARE, UNAUTHORIZED ACCESS, SEVERE WEATHER, FIRES, WAR, TERRORISM, ACCIDENTS, GOVERNMENT ACTIONS, LABOR DISPUTES AND THE LIKE); (G) ORDERS WILL NOT NECESSARILY BE EXECUTED IMMEDIATELY AND WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES CAUSED TO YOU; (H) THERE IS A RISK THAT WE CANNOT EXECUTE YOUR ORDER IN A TIMELY MANNER DUE TO EXCESSIVE OR RAPID MARKET FLUCTUATIONS AND SOME ORDERS MAY BE DELAYED BECAUSE OF THE MECHANISM RELATING TO MARKET BID AND ASK PRICES, RESPECTIVELY; (I) WE ASSUME NO RESPONSIBILITY FOR ANY OF YOUR INVESTMENT DECISIONS AND YOU ALONE WILL BE FULLY RESPONSIBLE FOR ALL SUCH DECISIONS; AND (J) YOU WILL COMPLY WITH APPLICABLE LAWS OF THE SULTANATE OF OMAN IRRESPECTIVE OF THE PLACE FROM WHERE YOU TRANSMIT YOUR ORDER.

INFORMATION, SERVICES AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES. WE ARE NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE OUR ONLINE SERVICES OR FOR YOUR ERRORS. IN ALL INSTANCES, LIABILITY FOR ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO THE BENEFIT THAT THE TRANSACTION WOULD HAVE RESULTED IN BETWEEN THE DATE OF THE TRADE AND THE TIME FOR SETTLEMENT UNDER ANY APPLICABLE LAW, RULE, OR REGULATION.

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**Modification**

We may change this Agreement at any time by providing notice to you by posting notice of the relevant change(s) to our website. Continued use of our online services after posting such notice will constitute your acceptance of the revised Agreement.

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**Term and termination**

This Agreement will remain in force from the time that you first access our online services until terminated by written notice to the other party. You will remain liable to settle any unsatisfied liabilities owed to us following any termination of this Agreement.

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Signature

**Governing law**

This Agreement shall be governed by the laws applicable in the Sultanate of Oman.

**ONLINE TRADING RISKS STATEMENT**

You acknowledge that you are fully aware that dealings via the Internet are associated with extensive risks that you accept by using our online services. There are risks of loss associated with investing in securities that arise specifically as a result of the online method of trading. Such risks may include but are not limited to, the following:

1. High Internet traffic may affect your ability to access your account or transmit your order to us. Communications between us may fail or be interrupted, corrupted, delayed or otherwise affected in a manner that may delay or prevent execution of transactions.
2. You may be significantly more tempted to overtrade by trading too frequently or too impulsively than you would have done through another trading method. There is also a risk that ease of the online trading platform may cause you to trade without considering your investment goals or risk tolerance. Such factors can affect your investment decisions, raise trading costs and complicate your financial situation.
3. You are responsible for your own investment decisions irrespective of any information received from us or any of our affiliates whether online or through any other medium.
4. The value of your investments may rise or fall depending on market conditions and you may not always recoup your initial investment. If you are in any doubt as to the suitability of any investment you should seek independent expert advice.
5. Higher risk of loss if you do not have sufficient experience and understanding to participate in financial markets.
6. We will not assess whether our online services meets your investment objectives, you are financially able to bear the risk of any loss caused by using our online services or you have the necessary knowledge and experience to understand the risks involved. You are solely responsible for satisfying yourself in these and any other respects before using our online services. You may wish to seek the advice of appropriate investment and other professionals in this regard.
7. Communications between us may be subject to interference by third parties. Such interference may without any limitation include interception of messages, fraud, impersonation and computer hacking. You should take appropriate precautions against these and other risks and we will assume no liability in this regard.
8. By going online and/or visiting our website, you may be exposed to third party programs and systems such as computer viruses, intrusion programs, spyware, Trojan horses and other malevolent software over which we have no control and for which we disclaim all responsibility.
9. Your activities may be adversely affected by acts or omissions by you or by third parties who with or without your knowledge or consent manipulate or affect the functioning of the computer or other electronic communications device that you use to access our website and/or our online services.
10. Any third party's negligent or fraudulent act or omission in relation to the Access Information or other sensitive data stored on your computer, mobile phone or any other electronic communications device, including negligence in handling sensitive data by persons using your computer systems, mobile phones or such other electronic devices whether this data was stored on such computer systems, mobile phones or such other electronic devices or printed or extracted in any other way.
11. Any other risks resulting from the use of the Internet.

Name:

Account Number:

User ID:

Signature

