



Terms of Trading

1. Introduction

Amana Capital S.A.L ("the Company" or "Amana") and the Customer (the "Customer") acknowledge that these Terms of Trading (the "Terms") are effective from _____ and govern the relationship between the Customer acting for its own account and Amana Capital and set forth the terms and conditions governing the Customer's account (the "Account") opened with Amana. Amana's Services (the "Services") governed by the Terms shall be affected through the Account.

The Services are available on "Amana Capital's Trading Platform" (the "Platform") and shall consist in the sale and purchase of Assets (as defined below). In executing these Terms, the Customer acknowledges and confirms that it has not relied on any matter which is not expressly set out in the Terms. The Terms govern all transactions executed as from the date Amana notifies the Customer of the opening of the Account.

The Terms shall apply to all products and services now or in the future offered through the Platform. For the purposes of applicable laws, these Terms shall constitute an original executed document and an "electronic document".

These Terms shall be governed by and construed in accordance with the laws of the Republic of Lebanon.

By entering into this agreement, the client acknowledges that he/she has read, understood, and accepted the terms of the agreement.

This Client Agreement shall commence once signed by the prospective client and when the client receives an e-mail that contains his/her personal trading account number.

2. General Information

Amana Capital S.A.L. is a financial intermediation institution approved and licensed by the Lebanese Capital markets Authority ("CMA") and registered under number 26 on the CMA's list of Approved Financial Intermediation Institutions (<http://cma.gov.lb/approved-institutions/>). The Company is authorized by the CMA to carry on the business activities of Dealing (i-dealing in securities as principal or agent; and ii-selling, buying or executing an order on a security) and Arrang-ing, as defined by the CMA Rule 2103 of the Licensing and Registration Regulation. The Company's registered office is in Omar Daouk Street, Minet El Hosn, Stratum Building, 2nd Floor, Beirut, Lebanon.

Amana conducts business in accordance with the applicable laws and regulations in Lebanon (the "Rules") which include, but are not limited to, the Banking Secrecy Law dated September 3, 1956, the Law of Money and Credit dated August 1, 1963, the Capital Markets Law number 161 dated August 17, 2011, the laws number 44 dated November 24, 2015 and 318 dated April 20, 2001 related to fighting money laundering, and the implementing regulations, circulars and decisions issued by the Capital Markets Authority ("CMA") and the Lebanese Special Investigation Commission ("SIC").

3. Definitions

For the purposes of these Terms, capitalized terms used herein shall have the following meaning:

Access Device:

Means a device which allows the Customer to place orders, view financial or nonfinancial information, and use the services provided in the Platform (i.e.: personal computers, smartphones and the like).

Account:

Means one or more online accounts now or hereafter opened by the Customer with Amana regardless of whether the account is an individual, joint or corporate account. These Terms shall have the same meaning and apply to all such sub-accounts held under the name of the Client.

Account Application:

Means the document entitled "Account Opening Application" as adopted by Amana.

Account Opening Documents:

Means the Account Application, these Terms and all other documents required by Amana to open an Account.

Account Statement:

Means the statement showing the Customer's Assets as registered in the Account.

Act of Insolvency:

Means an act which occurs with respect to the Customer upon:

- I. Its making a general assignment for the benefit of, or entering into a reorganization, arrangement or composition with creditors.
- II. Its admitting in writing that it is unable to pay its debts as they become due.
- III. Its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property.
- IV. The presentation or filing of a petition in respect of it in any court for the bankruptcy, winding up or insolvency of the Customer (or analogous proceeding) or seeking any liquidation, dissolution or similar relief under any present or future law or regulation, such petition not having been dismissed within 30 days of its filing.
- V. The appointment of a receiver, administrator, liquidator or trustee or analogous officer of the Customer or over all or any material part of the Customer's property.
- VI. The convening of any meeting of its creditors for the purposes of considering a voluntary arrangement.

Affiliate:

Means any company belonging to the same group of companies as Amana or under Amana's control.

Amana: Means Amana Capital and/or any Affiliate.

Amana Trading System:

Means the Amana Capital's Trading Platform.

Assets:

Means the Financial Instruments registered in the Account.

Business Day:

Means:

- I. In relation to Services other than spots on a security, basket or index, any day (other than a Saturday or Sunday) on which banks are open for business in New York.
- II. In the case of Services relating to spots on a security, basket or Index to which limited hours trading applies, any day on which the exchange on which the relevant security has its primary listing, or the exchange on which the index operates, whichever is applicable, is open for trading, and shall exclude any day on which all trading on the relevant exchange is closed or suspended.
- III. In the case of Services relating to spots on a security, basket or index to which limited hours trading does not apply, any day on which any relevant exchange is open for trading.

Business Introducer:

means a third party authorized by Amana to market Amana's activities and to introduce customers to Amana in return for a fee.

Clause:

Means a clause of these Terms.

Contracts for Differences:

Means a financial instrument (spot forex, stock, equity indexes, etc.) which exposes investors to the change in value of an underlying asset without the purchase of the underlying asset.

Customer or Client:

Means each person or registered company which submits an Account Application that Amana approves, and each person who has read and understood these Terms and signed the Account Application on his own behalf or as an authorized representative of an individual or an entity.

Default Notice:

Means a notice sent by Amana to the Customer in case of the occurrence of an Event of Default, where Amana specifies the Event of Default which has occurred as per Clause 10 of these Terms;

Equity:

Metric that equals the sum of total net deposits adjusted for realized and unrealized (floating) profits and losses on closed and open positions. Equity will fluctuate if the Customer has open positions. Equity is used to

assess the available margin against current positions and potential new positions the Customer may wish to take.

Financial Instruments:

Means interests in CFO Contracts and other derivative contracts, securities and equities. This includes cash, stocks, bonds, mutual funds, money market funds, options and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by, or in the possession or control of Amana in and for any of the Customer's current or future Accounts, including any Account in which the Customer has a beneficial interest.

Force Majeure Event:

Means any of the events as set out in Clause 38 of these Terms.

Free Margin:

Funds in the Customer's Account that are not used to open positions; it is Equity minus Margin.

Limit Order:

Means an order to sell or buy an Asset at a specific price or to be executed within certain price restrictions.

Margin: Means the funds used by the Customer to open positions (as determined in the Product Specification) and in accordance with Clause 6. Margin Level: Metric calculated as Equity/Margin.

Market Order:

Means an order to buy or sell an Asset at the market price.

Marketplace:

Means executing brokers, exchanges, liquidity providers or market makers.

Margined Transaction:

Means any CFO, spot forex contract, precious metals contract or any other Transaction liable to Margin.

Party:

Means a party to these Terms.

Product Specifications:

All information about the Financial Instruments offered by the Company concerning margin requirement, spreads, etc. Product Specifications can be changed at any time depending on market conditions with or without notice to the Customer.

Regulator:

Means the Capital Markets Authority or any successor organization or authority for the time being responsible for regulation of investment and securities business in Lebanon.

Rules:

Has the meaning given in clause 2 of these Terms of Trading?

Risk Disclosure Statement:

Means the Statement as set out in Clause 36 of these Terms.

Services:

Means all products and services now or in the future offered through the Platform.

Spread:

Difference between the purchase price and the sale price of the Financial Instruments at the same moment.

Stop Order:

Means an order to buy or sell a Financial Instrument at the market price once the Financial Instrument has traded at a specified price called the stop price. Stop Order can be a day order, a GTC (Good till Cancelled) order or any other form of limit order.

Stop Out:

Means a condition of an account when the open positions are forcedly closed by the Company at current prices.

Third Party Providers:

Means any entity which provides information or services to Amana and the Platform.

Transaction:

Means any type of transaction effected in the customer's account.

4. Decision to Trade Margined Products

Before you start trading margined products or dealing with Amana Capital, it is your responsibility to make yourself familiar with the nature of the products and the risk involved. Please note the following:

- a. Amana does not provide any form of advice and all market transactions are on an execution only basis. The Customer acknowledges that Amana's representatives are not authorized to provide investment, trading or tax advice or to solicit orders. Any investment decision the Customer makes shall be based solely on the Customer's own evaluation of its financial circumstances and investment objectives.
- b. Amana provides quotes for the offered products and does NOT act on your behalf.

5. Obligation to pay for trades, debit balances & other indebtedness

The Customer is liable to settle to Amana any amount pertaining to a present or future trade, debit balance, margin call or other obligation registered in the Account including, without limitation, any deficiency remaining in the Account in the event of the Account's partial or total liquidation. The Customer agrees to promptly settle all such obligations to Amana upon Amana's request. If, at the time Amana debits the Account, the balance is not sufficient to cover the amounts due by the Customer to Amana, Amana shall have the right in its sole discretion, but not the obligation, to liquidate all or any part of the Customer's positions in any of the Customer's Accounts, whether individual or joint accounts (including Amana's right to offset transactions) at any time and in such manner and in any market as Amana deems appropriate, without prior notice to the Customer. The Customer agrees to be responsible for, and promptly pay to Amana, any deficiencies in the Account which arise from, or remain after such liquidation. If the Customer delays in paying any deficiencies in the Account, an extra amount will be charged on the debit balance owed by the Customer to Amana.

6. Margin

The Customer must have enough cash in its Account to cover the margin changes and margin requirements. The Customer may make transfer funds at any time, including when the margin level on the Customer's account with Amana reaches %100 or less of the margin required by Amana as determined in the product specification. If the customer fails to, or delays in making a funds transfer, Amana may cancel any entry such as pending orders registered in the Customer's Account and/or refuse to accept new orders. In this case, Amana shall not be liable for any possible losses, damages, or expenses or the like incurred because of the cancellation of such entry. It is the responsibility of the Customer to ensure that there is always sufficient margin in its Account. The Client will get a red alert notification on the platform, Amana will not call or notify the Customer in any other way when the margin level is close to %100, reaches %100 or when it is less than %100 threshold. In case the Customer's Margin Level reaches 75% or less, positions will be automatically closed, gradually, until the Margin Level reaches again 100%. The Customer shall not be entitled to the payment by Amana of any amount as a result of the termination of any existing transaction. Any balance remaining in the Account (the "Balance") shall remain in the Account until Amana receives a written withdrawal request from the Customer (the "Withdrawal Request"). As from the receipt by Amana of the Withdrawal Request, the Balance shall be returned to the Customer. Amana shall deduct any transfer fees from the Balance prior to it being returned to the Customer.

7. Liability for Costs of Collection

The Customer agrees to pay and shall be liable for the reasonable costs and expenses of any nature whatsoever (including but not limited to legal fees) incurred by Amana in the collection of any debit balance in the Account(s).

8. Security Interest

All Assets in any Account secure the payment when due of all the Customer's present and future indebtedness and any other obligations the Customer may have towards Amana. Subject to applicable laws and regulations, Amana may, without giving the Customer any prior notice, transfer any and all Assets from or to any Account held by Amana in which the Customer has an interest whenever, in Amana's judgment, such a transfer is deemed necessary to preserve Amana's interests. In enforcing its security interest, Amana, will have the

discretion to determine the Assets to be sold and the pending contracts or other instruments to be closed out, and whether any additional collateral is to be provided by the Customer. Amana may further offset any matured obligation due from the Customer under these Terms or any related or complementary agreement or document against any matured obligation owed by the Customer to Amana, regardless of the place of payment, the booking entity, the Account where the subject of the offset is registered (regardless of whether the Account is in the name of the Customer or a joint account), or the currency of either obligation. If the obligations are in different currencies, Amana may convert either obligation at a market rate of exchange for the purpose of the offset. For the purposes of this Clause, all Accounts (regardless of their nature or currency, whether individual or joint accounts) shall be considered as one single account whose balance shall determine the Customer's gain or loss.

9. Liquidation

Upon the occurrence of an Event of Default (as per Clause 10), Amana shall have the right in its sole discretion and without giving the Customer any additional notice, on any exchange or other market, to forthwith close and liquidate the Account, terminate any agreement with the Customer, sell any or all of the Customer's Assets (whether they are registered in the Customer's individual, joint, or corporate account) and cancel any pending orders and/or close out any outstanding contracts or other instruments. The Customer shall no longer be able to access the Platform and to initiate Market Orders. All Cash Margin shall be immediately payable to Amana who will automatically offset all of the Accounts (whether individual, joint or corporate accounts) and transactions. Any amount remaining after the full recovery by Amana of its rights shall be recovered by the Customer. The Customer shall further be liable to Amana for the amount of all reasonable legal and other professional expenses incurred by Amana in connection or as a consequence of an Event of Default. The Customer shall be responsible for all resulting losses on the Customer's positions, notwithstanding Amana's delay in liquidating, or failure to liquidate, such positions. If Amana executes an order for which the Customer did not have sufficient funds, Amana shall have the right, without notice to the Customer, to liquidate the related trade and the Customer shall be responsible for any loss incurred as a result of such liquidation as well as all related costs and expenses, and shall not be entitled to any profit which may occur as a result of such liquidation. In the occurrence of a price dispute, including the price at which the position was liquidated, communication failure or other related problems that prohibit the normal execution of Transactions using Amana's trading platform, the Client agrees to execute the Transaction, and exchange confirmations, using Bloomberg prices. In the case of 10.ii.g, the Company retains the option to reverse trades applicable to Clause 10.ii.g.

Client's money

When a client opens an account on the Online Trading System, the Company will hold the client's money on a segregated basis. Under these rules, the Company pays or withdraws from each client's money cash deposits and net unrealized profits or losses respectively, into segregated client bank accounts (i.e. accounts which are separate from Amana's own).

Once received, client funds ('the Funds') shall be deposited in an institution ('the Institution') specified by the Company on the client's behalf, segregated from any of the Firm's funds.

Amana will not pay interest to the client for the Funds deposited. Any interest on deposit will be retained by Amana.

The client has the right to withdraw, at any time, any part of the Funds equal to the free margin that is available in the relevant trading account provided that there are Funds available. It should be noted that such request

may take up to 3 (three) business days in order to be processed. The Company reserves the right to request additional information and/or documentation to satisfy itself that the request is legitimate. In addition, Amana reserves the right to reject such a request if it deems that this may not be legitimate. The client accepts that under such circumstances there may be a delay in processing the request.

The client accepts that the Funds shall be deposited in his/her trading account on the later date of either the value date on which the Funds are received by Amana or the value date on which the Funds are received by the Institution. The Funds deposited in a client's trading account shall be net of any transfer fees or other charges incurred by or charged to Amana that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

Where any Funds required to be deposited by a client are deposited into his/her trading account and Amana suspects that the sender of the funds is not the client or his/her authorized representative, the company may reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by or charged to Amana, using the same transfer method as the one through which it originally received the Funds.

Amana reserves the right to decline a withdrawal that the client requested using a specific transfer method and has the right to suggest an alternative.

If, at any time, Amana is not satisfied with the documentation provided by the client in relation to the withdrawal/deposit, the company reserves the right to reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by Amana, using the same transfer method as the one through which it originally received the Funds.

The company reserves the right to close an account in connection with an unclaimed client money balance and releasing any client money balances from client bank accounts if:

1. There has been no movement on the client's balance for a period of six years; and
2. the company has sent written notice to the client at the last known address informing the client of the Firm's intention of no longer treating that balance as client money and giving the client two weeks to make a claim.

10. Events of Default

An Event of Default (an "Event of Default") shall occur:

- I. In the case of corporation, any of the events set out in paragraphs (a) to (j) below occur.
- II. In the case of an individual, any of the events set out in paragraphs (a), (b), (e) or (g) to (k) below occur.
 - a. In case of an adverse market movement leading the Customer's Margin Level to be close to 75% of the initial margin, an automated email will be sent to the customer alerting him that he is approaching the maintenance margin level of 75%. In case the margin level reaches 75%, the positions will be gradually closed (or stopped out) automatically, starting by closing the customer's most profitable positions at market price and all pending orders may be cancelled, until the Margin Level reaches again %100. It is the sole responsibility of the Customer to monitor its Account and transfer funds in order to ensure that the Account has sufficient funds at all times to whether possible losses that could arise from adverse price movements, including large and unexpected movement.

- b. The Customer fails to observe or perform any of the Customer's obligations under these Term.
- c. The Customer commences a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium or other similar relief with respect to the Customer or its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Customer, if insolvent), or seeking the appointment of a receiver, liquidator, conservator, administrator, custodian, examiner, trustee or other similar official (each a "Custodian") of the Customer or any part of the Customer's assets; or the Customer takes any corporate action to authorize any of the foregoing; and, in the case of a reorganization, arrangement or composition, Amana does not consent to the proposals.
- d. An involuntary case or other procedure is commenced against the Customer seeking or proposing reorganization, or an administration order, liquidation, an arrangement or composition, a freeze or moratorium or other similar relief with respect to the Customer or its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Customer if insolvent) or for the appointment of a Custodian of the Customer or any part of its assets.
- e. The Customer is unable to pay its debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Customer; or any Indebtedness of the Customer is not paid on the due date or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such Indebtedness before it would otherwise have been due and payable, or Proceedings are commenced for any execution, any attachment or garnishment, or any distress against, or an encumbrancer takes possession of, the whole or any part of the Customer's assets (tangible and intangible) or, in the case of an individual, a bankruptcy petition is filed against the Customer which is not dismissed, discharged, stayed or restrained within 30 days of the petition.
- f. The Customer is dissolved, or, if its existence is dependent upon a form of registration, such a registration is removed or expires, or any procedure is commenced seeking or proposing its dissolution or the removal or termination of such a registration.
- g. Amana considers it necessary or desirable for its own protection or to prevent (what Amana may in its absolute discretion consider to be) a violation of any applicable law, regulation or good standards of market practice; this may include the Customer showing abnormal trading activity or adopting trading strategies aimed at exploiting misquotations or gener-ally deemed to be acting in bad faith.
- h. Any representation or warranty made or given or deemed made or given by the Customer under this Agreement or any Transac-tion proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.
- i. Any action is taken, or event occurs which Amana considers might have a material adverse effect upon the Customer's ability to perform any of its obligations under this Agreement or any Transaction.
- j. There occurs or exists (1) an event as described in sub-paragraphs (a) - (i) (if the Customer is a corporation) or (a), (b), (e) or (g) to (i) (if the Customer is an individual) above under one or more agreements or instruments entered into by the Customer with any party (including Amana) ("Other

Agreement"), or (2) there occurs or exists an event which constitutes an event of default (howsoever defined or described) under any Other Agreement.

11. Confirmations

Confirmations of trades will be posted on-line through Amana's Trading System. The Customer will be able to access the confirmations through Amana's trading system. The Customer will also be able to generate daily, monthly and yearly reports of his Account activity in addition to reports on each trade. Posting of Account information on the on-line Account will be deemed delivery of such Account information. Account information will include trade confirmations with ticket numbers, purchase and sale rates, used Margin, amount available for Margin trading, statements of profits and losses, as well as current open or pending positions and any other information as required by Rules. As per Rules, Amana shall dispatch to the Customer periodic Account Statements in hard copies to his mailing address. The Customer is requested to inform Amana if he/she wishes to additionally receive other Account information in hard copy or by e-mail. The confirmations, whether through posting information online or by dispatch, shall be conclusive and binding on the Customer, unless Amana receives an objection in writing from the Customer within 15 days of the confirmation date.

12. Commissions & Fees

The Customer agrees to pay Amana brokerage commissions, fees, and other fees and charges applicable to the Account and/or payable in return for the Customer's use of the Services. Amana shall charge the Account directly for any such fees and other amounts due to Amana (the "Dues") by debiting the Account accordingly. A detailed list of commissions and fees charged by Amana is enclosed with these Terms, and can be found at the following link: <https://www.amanacapital.com.lb/products>

Note: pursuant to the CMA's Business Conduct Regulation - Rule 3603 – [Business Conduct Regulation](#) - The maximum leverage offered by Amana is 1:20 on currencies and precious metals, and 1:10 on raw material and other goods.

If, at the time Amana debits the Account for the Dues, the Account's balance is not enough, for the settlement of the Dues, the Customer empowers Amana to sell any Asset to cover the Dues. Any fees and charges adjustments will be notified to clients, and if no objections are received within 15 days of the notification date, the amendments will be regarded binding and accepted.

13. Incoming Funds

Amana is not responsible for any loss and/or damage which results from delayed transfer(s) due to circumstances beyond Amana's control.

The Customer represents and warrants that no third parties have beneficial ownership over funds made available by the Customer to Amana (the "Funds") and that the Customer is not trading on behalf of third parties unless the Customer has notified Amana in writing to the contrary and provided that:

- i. The Customer has represented that it is properly registered and authorized under applicable laws and regulations to conduct such trading on behalf of third parties.
- ii. The Customer represents and warrants that all Funds are dedicated to the trading of Assets provided from time to time to Amana. Amana shall not be held liable for the loss of funds of the Client, including the

cases where the Client's Assets or Funds are kept by a third party such as a bank or other financial institution.

14. No Investment, Tax or trading Advice

- a. The Customer acknowledges that Amana's representatives are not authorized to provide investment, tax or trading advice or to solicit orders.

The Customer represents and warrants that all Funds are dedicated to the trading of Assets provided from time to time to Amana. Amana shall not be held liable for the loss of funds of the Client, including the cases where the Client's Assets or Funds are kept by a third party such as a bank or other financial institution.

The price quotations, market information, news and research (the "Information") available on the Platform are prepared by exchanges or Third-Party Providers who are independent from Amana and its Affiliates.

Neither Amana nor the Third-Party Providers guarantee the accuracy, timeliness, or completeness of the Information and the Customer shall make its own research and analysis or consult investment advisors before making investment decisions. Any investment decisions the Customer makes shall be based solely on the Customer's own evaluation of its financial circumstances and investment objectives.

Reliance on quotes, data, or other information is at the Customer's own risk. In no event will Amana, its affiliates, related parties or the third-party providers be liable for consequential, incidental, special or indirect damages arising from the use of the information. There is no warranty of any kind, express or implied, regarding the information, including the warranty of merchantability, the warranty of fitness for a particular purpose, or the warranty of non-infringement.

- b. The Information is the property of Amana, the Third-Party Providers or their licensors and is protected by applicable copyright law. The Customer agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner whatsoever without Amana's prior written consent. Amana reserves the right to terminate access to the Information. Links to outside websites are provided for the Customer's convenience and website visitors only and do not constitute a recommendation by Amana or a solicitation of any offer to buy or sell any financial instruments. Such links lead to third-party websites independent of Amana, and Amana does not warrant the accuracy, timeliness or completeness of any information provided on such websites.

15. Outward Transfer of Funds

Outward transfer of funds requested by the Customer will be executed to the designated account as specified at the time of the opening of the Account or such designated account as revised thereafter. Amana shall debit/deduct from the Account such charges as applicable at the time of the transfer by Amana.

16. Internet Service

To the extent that the Customer or Amana uses internet services to provide data or communications, Amana disclaims any liability for interception of any such data or communications. Amana shall not be responsible, and makes no warranties regarding, the access, speed, availability of any internet service.

17. Credit Investigation

The Customer acknowledges and agrees on Amana's exchanging information on Customers with certain government bodies and other third parties with a statutory entitlement to such information, including Amana's Affiliates, for verification and compliance purposes. All other uses of Customers' information are governed by Amana's Privacy Statement (Please refer to Clause 35 "Privacy Statement"). Customers authorize Amana to investigate their background and credit standing and to request a report to verify information on Customers' identity and the source of their payments in order to enable Amana to determine the Customers' eligibility to open an Account, and for any legitimate business purpose. Customers also authorize Amana to contact such financial institutions (including Amana's Affiliates) and to use such reporting agencies as Amana deems appropriate.

18. Fast Market

A Fast Market ("Fast Market") is characterized usually by heavy trading with wide swings in intra-day volumes and highly volatile prices with the large price movements happening very fast. Fast markets are often the result of an imbalance of trade orders, for example all "buys" and no "sells" or the other way around. Many types of events can trigger a fast market, for example news announcement, analyst recommendation, unexpected major events, highly anticipated IPOs etc. The Company aims to execute all transactions at the prices the Customer sees on the Access Device at the time the order is placed. The Customer acknowledges that due to the volatility of the markets during the confirmation process, especially in Fast Markets, the price may change, and the Company has the right to offer the Client a new price. In the occurrence the Company will quote the Client a new price and the Client can either accept and execute the transaction on the new quoted price or refuse the new price quote canceling the execution of the transaction.

19. Best Execution

The company has a regulatory obligation to provide its customers with best execution in relation to any transaction. Best execution is providing best overall price available in a relevant market for a particular transaction for clients.

20. Records & Validity of Evidence

The books, registers and accounting documents of Amana shall be deemed the sole means of proof between the parties. Amana shall have the right to record the telephone conversations that the Customer makes with Amana with respect to his operations with the latter and such filed and executed records by Amana shall be deemed enough evidence of the operations recorded. The Customer acknowledges the validity of such evidence and waives his right to challenge the validity of same. The correspondence and instructions made by fax shall be considered probative evidence provided that the copy received by Amana bears the signature of the Customer.

Amana Capital may reject the Customer's instructions if it has doubts concerning the signature of the person who sent the instructions, being agreed that Amana has no obligation and no responsibility, whether directly or indirectly, to verify the signature beyond its routine verification.

21. Recordings of Telephone Calls

1. The content of any telephone call ('the Telephone Record') between the customer and the company will be recorded and saved as a magnetic or electronic record. The customer agrees that the company has the right to use the Telephone Records as it deems necessary including but not limited to training or regulatory purposes or in connection with any dispute involving the company.
2. All Instructions received from the Customer, during a telephone call, in relation to trading financial instruments shall be conclusive and binding unless Conditions described in clause 20.4 below are triggered.
3. Amana may provide copies of such recordings of telephone calls as required by Law or to a regulatory authority of a competent authority, without informing the customer.
4. Amana is responsible for maintaining its trading platform(s) and other related systems updated; therefore, the Customer accepts that the company or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the trading platform(s) or other related systems; these actions may cause the trading platform(s) or other related systems to being inaccessible for a period of time. The customer accepts that the Company bears no responsibility for any loss, including financial loss, caused due to any of the actions referred to in this paragraph. The company will inform the customer of any scheduled maintenance at least 3 days in advance in order to avoid any sudden interruption.

22. Assignment

Any assignment or transfer of the rights related to the Terms of Trading by the client requires Amana's prior consent in writing. Any assignment or transfer by Amana is effective by providing the Customer a written notice at least 10 Business Days prior to such assignment, unless it is impracticable to do so. The Customer acknowledges that it authorizes Amana to transfer any money in his account to the assignee as Client money on his behalf provided that the value of any transfer does not exceed USD 1'500. Amana will hold responsibility in this respect.

23. Data Protection & Disclosure of Information

The Customer acknowledges and consents that personal information he provides for opening an account and making transactions would be processed by Amana for the purposes of performing its obligations. Data could be stored electronically in other countries that do not necessarily provide adequate protection.

Amana will have in place adequate security procedures to protect against unauthorized access to data and personal information as required by the Regulator.

Amana shall be entitled to disclose information related to your account whenever such disclosure is required and authorized by the Regulator.

24. Use of Electronic Services

These Terms between you and Amana state the terms and conditions that govern your use of Amana's Electronic Services. The term "Electronic Services" includes all of Amana's and/or another third party or

affiliate's, computer, telephonic, facsimile, email or wireless services or systems, which includes all means through which you place an order with Amana, view financial or non-financial information, and use all tools and features provided in Amana's platform within your account with Amana. This includes services and information accessible through Amana, or service providers used by Amana. The Electronic Services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small-business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices. You understand that in order for Amana's Electronic Services, including future services available from Amana, to perform to your satisfaction, or at all, you are solely responsible for the hardware, software or other technology you use to access Amana's Electronic Services. Amana will not be responsible for any service difficulties resulting from your failure to possess technology adequate to use Amana's Electronic Services to your satisfaction.

25. Data Not Guaranteed

You expressly agree that use of Amana's Electronic Services is at your own risk. Neither Amana nor any of its directors, officers, employees, agents, contractors, brokers, affiliates, third party providers, information providers, licensors or other suppliers providing data, information or services (collectively the "Disseminating Parties") warrant that the Electronic Services will be uninterrupted or error free; nor do(es) any of Amana or the Disseminating Parties make any warranty as to the results which may be obtained from the use of Amana's Electronic Services, or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through one of Amana's Electronic Services, or with respect to any software provided for use in accessing Amana's Electronic Services.

The Electronic Services are provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including, without limitation, warranties with respect to merchantability and fitness for a particular purpose, other than the warranties which are implied by, and which may not be the subject of exclusion, restriction or modification under, the laws applicable to this agreement.

26. Restrictions on Trading

Neither Amana nor any of the Disseminating Parties will be deemed to have received any instruction or order given by you until Amana has actual knowledge of such instruction or order and its content. You shall place orders using Amana's Electronic Services. You acknowledge that Amana may at any time, in its sole discretion but for justified reasons, and without prior notice to you, decline your instruction or order, terminate this agreement or prohibit or restrict your ability to trade a particular financial instrument in your Account. Amana will not be liable for any losses, lost opportunities or increased commissions, which may result from your inability to trade these financial instruments or products or to place certain types of trade orders through the Electronic Services or telephone or from the termination of this agreement or the closing of the Account.

27. Agreement with Third Parties

You acknowledge and agree that the access to Third Party Providers services may be immediately terminated in the event that the agreement between Amana and the relevant Third-Party Provider is terminated for any reason whatsoever. You acknowledge and agree that you are Amana's customer and not a customer of any Third-Party Provider or any other person with whom Amana has a business relationship, such as the Business introducers. You acknowledge that Amana is not responsible for the conduct of, representations and warranties, and statements made by, the Business Introducer and/or its associated persons in the handling of your Account. You agree to waive any claims you may have against Amana as a result of the Business Introducer's activities.

28. Electronic Records & Communications Transmission

Amana will provide you with periodic account statements in hard copy to the mailing address you have provided.

For efficiency purposes, Amana provides trade confirmations, account statements and other records and communications in electronic form (collectively, the "Electronic Records and Communications"). Electronic Records and Communications shall be communicated via the platform to your Account or sent to your e-mail address. You shall maintain a valid Internet email address and the software necessary to read, send and receive e-mails in order to receive electronic mail from Amana. You acknowledge that data, including Electronic Records and Communications, may be accessed by unauthorized third parties when communicated between you and Amana or any of its affiliates, using the Internet, other network communications facilities, telephone or any other electronic means.

You agree to use software produced by third parties, including without limitation "browser" software that supports a data security protocol compatible with the protocol used by Amana and follow Amana's logon procedures for Electronic Services. You acknowledge that Amana is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the internet. Amana shall not be responsible, and makes no warranties regarding the access, speed and availability of any internet service.

By entering into this agreement, you consent to the receipt of Electronic Records and Communications in connection with this agreement and all related transactions and dealings with Amana, including confirmations, account statements, messages and notices of any kind as are required under this agreement.

You further agree that the Electronic Records and Communications shall be deemed as an original executed document for the purposes of any applicable law and that the Electronic Records and Communications shall constitute valid evidence of the statements contained therein. All communications sent to your email address shall be deemed to have been delivered personally, whether actually received or not. You should immediately notify Amana of any change to your mailing or email address by:

- I. Using the procedures to change your email via Amana's Electronic Services.
- II. Contacting Amana's Customer Service Department at support@amanacapital.com for further instructions.

29. Customer Responsibility for ID

Amana shall assign one user ID and a password to each Account. In the event of a joint or corporate account, all joint/corporate account holders will be considered as co-owners of the Account's user ID and the Password. Each account holder shall be responsible for the use and maintenance of the confidentiality of the user ID and the Password, including, without limitation, responsibility for all orders entered in the Account by you or by any third party duly authorized to use your user ID and the Password.

You acknowledge that Amana cannot detect whether a person other than you has used or is using your user ID and the Password. Any use of your user ID and/or Password shall be deemed as having been duly authorized by you. You are liable for any such use and shall store any information, such as its user ID or its Password on one or more personal computers and/or Access Devices, at its own risk and responsibility. You

agree to immediately report any loss or theft of its user ID or Password, or any unauthorized access to your Account by sending notice via e-mail to the Amana's Customer Service Department at support@amanacapital.com and shall in addition send a physical copy of the notice by regular mail or courier within 2 days. You further commit to hold harmless and indemnify Amana and the Third-Party Providers against any liability, costs and expenses arising out of or in connection with any authorized or unauthorized use of the user ID and the Password.

30. Account Monitoring & Responsibility for Account Accuracy

The Customer agrees that Amana has an obligation as per article 3406 of the Business Conduct to monitor and record any of the Customer's communications electronic or otherwise, with Amana. The Customer further agrees and expressly consents that the use of the Services and all communications the Customer has with Amana will be monitored and recorded by Amana using tracking technology. It is not however Amana's duty to monitor the Account for credit or other purposes. The Customer allows Amana to use the information Amana obtains from monitoring and recording the Customer's activity with Amana for any business purpose Amana deems appropriate, as permitted by law (Please refer to the "Privacy Statement").

- The Customer always accepts full responsibility for monitoring its Account and in particular the Customer agrees to monitor each open order until Amana confirms an execution or cancellation of the order to the Customer.
- The Customer shall validate its Account and the accuracy of the placed orders and immediately inform Amana by telephone/email of any discrepancies the Customer may find. The Customer further agrees to immediately notify Amana by telephone/email followed by hand delivery or overnight courier delivery, in the event that:
- The Customer does not find in the designated web page or software location an accurate entry indicating that an order, including a cancellation or modification of a prior order, was received, is being processed and/or was executed.
- The Customer does not receive an accurate confirmation of an Execution.
- The Customer receives a confirmation of an order and/or a report with respect to the execution of a transaction, which the Customer did not place or authorize.
- The Customer finds inaccurate information in its Account balances, Assets positions or transaction history.

Amana shall not be held liable, and the Customer releases Amana from any responsibility with respect to claims pertaining to the handling or loss of any order if the Customer fails to immediately, but in any event not later than two Business Days, notify Amana by telephone/email of the occurrence of any of these events.

In the event that Amana confirms an execution or cancellation in error and the Customer unreasonably delays reporting such error, Amana may in its sole discretion either:

- I. Consider that the execution or cancellation effected in error was duly authorized by the Customer who shall accept the trade.

- II. Remove the trade from the relevant Account. All Account Statements shall be deemed accepted and accurate one month after their issuance unless the Customer has within the one-month period, challenged the accuracy of an Account Statement and duly notified Amana with enough evidence supporting the Customer's assertion. The Customer acknowledges and agrees that Amana may adjust the Account in order to correct an error. The Customer agrees to promptly return to Amana at no cost any Asset registered in the Account by error and undue to the Customer.

31. Cancellation & Modification Requests

You agree that Amana cannot guarantee that your request to cancel or modify an order you have placed will be effective, regardless of whether such a request was submitted prior to receiving notice that the order was executed or not. You acknowledge that a requested cancellation or modification of a prior order will not be affected unless Amana has had enough time to forward the request to the relevant Marketplace, the request was received by the Marketplace, and the Marketplace has matched the request with your order before it was executed. Amana does not warrant that the Marketplace will match your cancellation or modification request with your prior order, regardless of whether such a request was received by the same Marketplace before the order was executed, or not.

You acknowledge that your requested cancellation or modification of a prior order will not be effective, and you may not assume that your prior order has been cancelled or modified, unless and until you have received notice of the cancellation or modification from Amana. If you place orders, make a decision or take an action in reliance on your cancellation or modification request before receiving notice of the cancellation or modification from Amana, you will do so at your own risk and agree that you will in no way hold Amana or any of the Disseminating Parties responsible for any expenses or losses incurred in so doing (including, without limitation, damages for lost profits or trading losses).

During Fast Markets, it may be more difficult or impossible to cancel or modify your orders. In the event that you place an order in a Fast Market, a significant difference may appear in the quote you received prior to or at the time you placed the order, and the execution price you receive. "Limit orders" (i.e. orders where you specify the price you intend to pay for the purchase or sale of securities) may however provide a certain price protection in a Fast Market. You acknowledge and agree that, if an order cannot be cancelled or modified, you shall be bound by the execution of your original order. You further acknowledge that attempts to modify or cancel and replace an order may result in an over-execution of the order, or the execution of duplicate orders and you shall be responsible for all such executions. Amana's automated order routing system is protected. When your order is entered into Amana's system and transmitted for execution, your identity remains anonymous. You acknowledge that Amana has the full discretion to provide an order-by-order best execution order routing option whereby the Amana system attempts to seek the best available terms for your order.

Amana does not warrant or guarantee that every order you make will be executed at the best posted price. Amana may not have access to every market where a particular product is traded; other orders may trade ahead of your order and exhaust available volume at a posted price; exchanges or market makers may fail to honor their posted prices; exchanges may reroute your orders out of automated execution systems for manual handling. In this case, the execution or representation of your order may be substantially delayed; or exchange rules, policies, procedures or decisions or systems delays, or failures may prevent your order from being executed, cause a delay in the execution of your order or cause your order not to be executed at the best posted price.

32. Amana's Ability to Terminate Electronic Services

Amana reserves the right to terminate your access to its Electronic Services or any portion of them (including, without limitation, the information) in its sole discretion, without notice and without limitation, for any reason whatsoever. Amana may terminate your access to its Electronic Services for reasons including, but not limited to, the unauthorized use of your user ID or Password breach of this agreement, discontinuance of Amana's access to any information or any other data from any information Provider, or termination of one or more agreements between Amana and the Disseminating Parties. Amana and/or the Disseminating Parties shall have no liability to you for terminating your access to Amana's Electronic Services.

33. License to Use the Software & Related Restrictions

Amana grants to you and you accept a nonexclusive and non-transferable license to use the proprietary software provided by a third party and/or affiliate, to communicate with the system (the "Software"), solely as provided herein. Title to the Software shall remain the sole property of the third party and/or the affiliate, including without limitation, all applicable rights to patents, copyrights and trademarks. You shall secure and protect the Software and shall not sell, exchange, or otherwise transfer the Software to others. You shall not copy, modify, translate, de-compile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt, the Software or use it to create a derivative work. Any updates, replacements, revisions, enhancements, additions or conversions to the Software provided to you by Amana shall be subject to this agreement.

34. Modifications

This agreement may be modified by both parties; Amana may do modifications upon written notice to you, provided, however, that if Amana sends you written notice, with effective dates by email, to your email address as provided to Amana or by any other means. As from the date of Amana's email or notice to you, you and Amana shall be legally bound by the modification, regardless of whether:

- I. Consider that the execution or cancellation effected in error was duly authorized by the Customer who shall accept the trade.
- II. Remove the trade from the relevant Account. All Account Statements shall be deemed accepted and accurate one month after their issuance unless the Customer has within the one-month period, challenged the accuracy of an Account Statement and duly notified Amana with enough evidence supporting the Customer's assertion. The Customer acknowledges and agrees that Amana may adjust the Account in order to correct an error. The Customer agrees to promptly return to Amana at no cost any Asset registered in the Account by error and undue to the Customer.

The Customer acknowledges that the use of Amana's services after an amendment to this agreement or modification to the service is made shall be deemed as his agreement on the amendment of the service.

The Customer acknowledges and agrees that his use of an access device means that he is legally bound by the amendment regardless of whether he can access the text of this agreement of its amendments or not.

The Customer may request amendments to this Agreement which will be applied upon written confirmation from Amana agreeing to the requested amendments.

35. Privacy Statement

Amana places a high priority on the protection and safeguard of our client's personal and financial information. We operate under leading-edge security procedures and systems to provide you a safe and secure operating environment.

The collection of personal information (name, address, phone number and email) is only required when you submit a request via one of our online application forms to learn more about one of our services or programs.

This information is needed in order for us to be able to communicate with you, and, as required by law, to identify who you are.

Amana does not sell, lease, license or disclose personal information to third party non-affiliates but reserves the right to disclose personal information to affiliated third parties.

Amana also reserves the right to disclose personal information to non-affiliated third parties for regulatory purposes as required by law, to protect our rights or property.

36. Risk Disclosure Statement

Notice **RISK WARNING**: Contracts for Difference ('CFDs') are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a Client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and as a result it is possible the loss to exceed the Client's invested capital and as a result you may be required to make further payments. As a result, CFDs may not be suitable for all individuals. The Client should not risk more than he/ she is prepared to lose. Before deciding to trade, the Client shall ensure that he/ she understands the risks involved and consider his/ her level of experience. The Client may seek independent advice, if necessary.

The Risk Disclosure Notice ('the Notice') is provided to the client on the basis that you are proposing to trade with Amana in contracts for difference ('CFDs') which are leveraged products, incur a high level of risk and can result the losses to be higher than your invested capital and as a result you may be required to make further payments.

It should be noted that the Notice does not contain all the risks and aspects involved in trading CFDs; therefore, the Client needs to ensure that his/ her decision is made on an informed basis taking into consideration the following:

Product Description:

- a. A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares; the profit or loss is determined by the difference between the price a CFD is bought at and the price is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset is occurring. It should be noted that when clients purchase, for example, CFDs on shares they are merely speculating on the share's value to either increase or decrease.
- b. CFDs fluctuate in value during the day; the price movements of CFDs are determined by several factors including but not limited to speculation and availability of market information.

Performance: it should be noted that past performance of CFDs is not a useful indicator of future performance.

Main Risks Associated with Transactions in CFDs:

- a. CFDs are complex products that are not suitable for all types of investors, therefore you should always make sure that you understand how the product you are buying works, that it does what you want it to do and that you are able to take the loss if it fails.
- b. You should carefully read these Terms and the Product Specifications before making a trading decision.
- c. Prior to trading CFDs, you need to ensure that you understand the risks involved. CFDs are leveraged products; therefore, they carry a higher level of risk to the Client's capital compared to other financial products. Leveraged trading means that potential profits are magnified; it also means losses are magnified. The lower the margin requirement, the higher the risk of potential losses if the market moves against the Client. The value of CFDs may increase or decrease depending on market conditions.
- d. Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for you and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period when trading CFDs.
- e. You should not commence trading in CFDs unless you understand the risks involved. You should only consider trading in CFDs if you wish to speculate, especially on a very short-term basis, or you are wishing to hedge an exposure in your existing portfolio, and if you have extensive experience in trading, in particular during volatile markets, and can afford any losses.
- f. Prior to trading CFDs, you need to ensure that you understand CFDs are not suitable for 'buy and hold' trading. CFDs can require constant monitoring over a short period of time (minutes/hours/days). Even maintaining an investment overnight exposes you to greater risk and additional cost. The volatility of the stock market and other financial markets, together with the extra leverage on your investment, can result in rapid changes to the Client's overall investment position. Immediate action may be required for you to manage your exposure, or to post additional margin. You should only trade CFDs if you have enough time to monitor their investments on a regular basis.

Capital Loss:

Trading and investing in leverage products such as CFDs carries a high degree of risk to your capital. Investments such as these are not appropriate for all investors and you should ensure you understand all the risks and seek independent advice prior to entering into such transactions. Amana is under no obligation to assess the suitability of these products in relation to your particular circumstances. It is possible to lose more than your initial investment and you may be required to make further payments. The margin the Client needs to maintain as a deposit with Amana is recalculated real time in accordance with changes in the value of the underlying assets of the CFDs the Client holds. If this recalculation produces a reduction in value compared with the valuation on the previous day, the Client will be required to pay Amana immediately in order to restore the margin position and to cover loss. If the Client cannot make the payment, Amana will close the client's position whether they agree to this action or not. Clients will have to meet the loss, even if the prices of the underlying asset subsequently recover.

Credit Risk:

When trading CFDs, the Client is effectively entering into an over-the-counter ('OTC') transaction; this implies that any position opened with Amana cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is since in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

Leverage (Or Gearing)

CFD trading, unlike traditional trading, enables the Client to trade the markets by paying only a fraction of the total trade value. However, it should be noted that leverage, or gearing as it is often referred to, means that a relatively small market movement may lead to a proportionately much larger movement in the value of the client's position. Amana offers flexible leverage starting from 1 :1 up to 1:20.

It should be noted that Amana shall monitor the leverage applied to Client's positions, at all times; Amana reserves the right to decrease the leverage depending on the Client's trade volume.

“Stop Loss” Limits

The trading platform allows Clients to place a 'stop loss' order to each individual transaction which is aimed at closing a position should losses exceed the stop loss limit. The closing out of the position at the limit price is not guaranteed and may be greater. This may occur when the underlying market in the CFD has become unusually volatile and the market moves past the price of the Client's stop loss order.

Costs and Commissions:

Depending on the trades Clients enter into, and how long he/she holds them for, Amana may require the client to pay commission and/or holding costs. Commission will be incurred on entering into certain trades and will be determined by reference to the size of the trade. In some cases, and particularly where the client keeps trades open for a long time, holdings costs will apply. The aggregate of these holding costs may exceed the amount of any profits or increase the client's loss. All charges, commissions and fees are stated in the daily statement sent by Amana to the client.

Execution Risk

Circumstances may occur which will affect the Clients ability to trade. Amana' ability to generate prices and execute orders is dependent on the availability of prices and liquidity in the exchanges, markets and other venues from which Amana gathers market data. In addition, because Amana maintains its own financial stability by hedging with other counterparties, Amana may be unable to execute client orders where it cannot enter a corresponding trade to hedge its own risk. Market circumstances may impact on the Client's ability to place an order or close a trade with Amana. Financial markets may fluctuate rapidly which affects the prices on the platform. Movements in Amana prices will have a direct real time effect on Client trades and accounts.

There is also a technical risk that, for example, system errors and outages, maintenance periods and internet connectivity issues prevent you from accessing the platform and being able to execute orders.

37. Force Majeure

Customers acknowledge and agree that Amana cannot be held liable for, any liability, costs, damages or loss caused directly or indirectly by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, system failure, unauthorized access, theft or any problem, technical or otherwise, which may prevent the Customer from entering, canceling or modifying an order or prevent Amana from acting on an online order or instruction, or other events or conditions beyond Amana's control.

38. Indemnification

The Customer agrees to defend, indemnify and hold Amana and/or the Disseminating Parties harmless from and against any and all claims, losses, liability costs and expenses (including, but not limited to, attorneys' fees) arising from your violation of this agreement, or any third party's rights, including, but not limited to, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this agreement.

39. Entire Agreement

These Terms and all other agreements between the Customer and Amana and any terms and conditions provided in the Platform or in Account statements and trade confirmations provided to the Customer, constitute the entire agreement between Amana and the Customers who have made no representations or warranties other than those expressly provided herein.

40. Representations & Warranties

The Customer represents and warrants to Amana as at the date of executing these Terms and each time the Customer enters into a transaction under these Terms that:

- a. In the case of a corporation, it is duly organized and validly existing under the laws of its place of organization or incorporation.
- b. It has, and will have, the power and authority to enter into, exercise its rights and perform or comply with its obligations under these Terms and any related agreement and each transaction under these Terms and has taken all necessary action to authorize such exercise, performance and execution of these Terms and any related agreement and other documentation relating to these Terms to which the Customer is a party.
- c. Its obligations under these Terms are valid, binding and enforceable and do not and will not violate the terms of any regulation, order, charge or agreement by which the Customer is bound.
- d. Any financial statement and any other information furnished at any time by or on behalf of the Customer to Amana is true and correct to the best of the Customer's knowledge and not misleading in any material respect and Amana shall be entitled to rely on any such financial statement and information;
- e. It has obtained all consents, licenses and authorizations required:

- I. To enable the Customer to enter into, exercise its respective rights and perform and comply with its respective obligations under these Terms and each transaction under these Terms.
 - II. To ensure that those obligations are valid, binding and enforceable, and that it will maintain in full force and effect all such consents, licenses and authorizations.
- f. Event of Default (as defined in Clause 10) or potential Event of Default (i.e. any event which may become an Event of Default) has occurred and is continuing with respect to the Customer.
- g. It owns, with full title, all margin and collateral deposited with or transferred to Amana free and clear of any prior security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities are held.
- h. It is aware that in the event that a transaction is not closed-out, the delivery obligations under such transaction will have to be complied with in accordance with the terms of the transaction, any applicable regulations and these Terms.
- i. It has an extensive know how and experience with respect to the financial activities and is familiar with the risks and characteristics associated with investment products and financial activities; and The Customer will promptly notify Amana if any of the above representations and warranties shall materially change or cease to be true and correct.

41. Termination

Both parties can terminate the agreement at any time provided that no financial obligations is due to Amana Capital S.A.L.

42. Miscellaneous

- a. In no event shall Amana be liable to the customer for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory authority and more generally for any reason whatsoever which relates to any party other than Amana.
- b. The client acknowledges that Amana reserves the right to hedge positions opened by the client by opening opposite positions.
- c. The Customer acknowledges and confirms that it has read and understood these Terms and agrees on their terms and conditions in the English language.
- d. Amana may discontinue providing brokerage services to the Customer at any time.
- e. The Customer may close its Account only if all positions in the Account have been closed and all amounts due to Amana have been settled.
- f. Funds will not be disbursed to the Customer prior to the settlement of all of the Customer's positions.
- g. Any failure by Amana to enforce any of its rights and remedies under these Terms shall not constitute a waiver of such right or remedy.

- h. Positions maintained by Amana for the Customers are non-transferable to non-affiliates third parties.
- i. Investments in the products offered by Amana through the Platform are not insured under any insurance program.
- j. Any failure by Amana or its agents to comply with any of the rules and regulations applicable to the Account shall not constitute a breach of these Terms and shall not (i) relieve the Customer from any obligation under these Terms; and (ii) be construed to create rights in favor of the Customer. In no event will Amana be under any obligation to affect any transaction Amana believes it would breach the applicable rules and regulations.
- k. All notices under this Agreement shall be made to the Customer or Amana by e-mail to the email address as provided to Amana to each party.
- l. The Agreement and Terms of Trading shall be governed by and construed exclusively in accordance with the laws of the Lebanese Republic. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of the Lebanese Republic in respect of any dispute which arises out of or under this Agreement and Terms of Trading.
- m. These Terms are in compliance with the provisions of Law No. 234 of June 2000, 10.

I hereby acknowledge that that I have read and understood the Risk disclosure Statement and agreed to the terms of this agreement.

Individual Account	
Name	Date
Signature	

Corporate Account	
Corporate Name	Title
Print Name	Date

Signature of authorized Representative
<p>This signature, and no other, shall serve as a specimen for the purposes of verification of your signature for all transactions with Amana Capital:</p> <p><input type="checkbox"/> I (if an individual application)</p> <p><input type="checkbox"/> We (if a joint application)</p>

Sign as follows:

Primary Account Holder	Joint Account Holder (if applicable)
First Name:	First Name:
Last Name:	Last Name:
Type of Signing Authority:	Type of Signing Authority:
<input type="checkbox"/> Individual <input type="checkbox"/> Joint	<input type="checkbox"/> Individual <input type="checkbox"/> Joint
Specimen Signature (Please sign within box)	Signature (Please sign within box)
Date:	Date:

These provisions respecting signing authority shall apply to all current and future business relations with Amana Capital.