

The following financial information is required to open your account and will be kept confidential by SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C (hereinafter referred to as "SwissFS") in accordance with the Customer Trading Agreement.

**All questions MUST be answered**

1 <sup>ST</sup> ACCOUNT HOLDER INFORMATION			
Title			
First Name			
Middle Names			
Last Name			
Type	<input type="checkbox"/> Male <input type="checkbox"/> Female		
E-mail			
ADDRESS AND CONTACTS			
Street Address		Country	
How long at current address?		City	
Phone		Phone	
IF INTRODUCED BY AN INTRODUCING BROKER			
Please Write The Name and/or Number of The Introducing Broker(IB)			
IF A CONTACT HAS BEEN MADE WITH ANY OF OUR EMPLOYEES OR AGENTS			
Please Write The Name of Employee Or Agent			

**1<sup>st</sup> Client Signature:**

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**2<sup>nd</sup> Client Signature**

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**EMPLOYMENT INFORMATION OF 1<sup>ST</sup> CLIENT**

Occupation	
Employer Name	

**EMPLOYMENT STATUS AND ANNUAL SALARY**

Employment Status		Annual Salary	
Employed	<input type="checkbox"/>	Less than \$25,000	<input type="checkbox"/>
Self Employed	<input type="checkbox"/>	\$25,000 To \$50,000	<input type="checkbox"/>
Retired	<input type="checkbox"/>	\$50,000 To \$100,000	<input type="checkbox"/>
Unemployed	<input type="checkbox"/>	Over \$100,000	<input type="checkbox"/>

**EDUCATION EXPERIENCE**

**Please check the following which best describe your investing experience**

Securities (Stocks and Bonds)	Years of Experience (_____)
Commodities	Years of Experience (_____)
CFD and Precious Metals	Years of Experience (_____)
Futures	Years of Experience (_____)
Options	Years of Experience (_____)
Mutual Funds	Years of Experience (_____)

**PLEASE CHECK (YES) OR (NO)**

**Do you understand the following?**

Spot Margin CFD, Gold and Silver Trading	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Risk of Loss (Including the risk of total loss of investment)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Margin and SwissFS Margin Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**1<sup>st</sup> Client Signature:**

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**2<sup>nd</sup> Client Signature**

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**All questions MUST be answered**

2 <sup>ND</sup> ACCOUNT HOLDER INFORMATION			
Title			
First Name			
Middle Names			
Last Name			
Type	<input type="checkbox"/> Male <input type="checkbox"/> Female		
E-mail			
ADDRESS AND CONTACTS			
Street Address		Country	
How long at current address?		City	
Phone		Phone	
IF INTRODUCED BY AN INTRODUCING BROKER			
Please Write The Name and/or Number of The Introducing Broker(IB)			
IF A CONTACT HAS BEEN MADE WITH ANY OF OUR EMPLOYEES OR AGENTS			
Please Write The Name of Employee Or Agent			

**1<sup>st</sup> Client Signature:**

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**2<sup>nd</sup> Client Signature**

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**EMPLOYMENT INFORMATION OF 2<sup>ND</sup> CLIENT**

Occupation	
Employer Name	

**EMPLOYMENT STATUS AND ANNUAL SALARY**

Employment Status		Annual Salary	
Employed	<input type="checkbox"/>	Less than \$25,000	<input type="checkbox"/>
Self Employed	<input type="checkbox"/>	\$25,000 To \$50,000	<input type="checkbox"/>
Retired	<input type="checkbox"/>	\$50,000 To \$100,000	<input type="checkbox"/>
Unemployed	<input type="checkbox"/>	Over \$100,000	<input type="checkbox"/>

**EDUCATION EXPERIENCE**

Please check the following which best describe your investing experience

Securities (Stocks and Bonds)	Years of Experience (_____)
Commodities	Years of Experience (_____)
CFD and Precious Metals	Years of Experience (_____)
Futures	Years of Experience (_____)
Options	Years of Experience (_____)
Mutual Funds	Years of Experience (_____)

**PLEASE CHECK (YES) OR (NO)**

Do you understand the following?

Spot Margin CFD, Gold and Silver Trading	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Risk of Loss (Including the risk of total loss of investment)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Margin and SwissFS Margin Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No

1<sup>st</sup> Client Signature:

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2<sup>nd</sup> Client Signature

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## JOINT CLIENT AGREEMENT TERMS

In consideration of SwissFS, or any of its affiliates, agreeing to carry one or more accounts of the undersigned (hereinafter referred to as “Client”) and to provide services to Client in connection with the purchase and sale of Contracts for Difference (collectively referred to as “CFD’s”) on Equities, Futures, Currency and any similar instruments (collectively referred to as OTC “Contracts”), which may be purchased or sold by or through SwissFS for Client’s account(s), Client agrees as follows:

### **1** ESTABLISHMENT OF ACCOUNT

Client understands, acknowledges and agrees that by executing this Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client’s name at SwissFS or any SwissFS affiliate (collectively “SwissFS”), that SwissFS, in its sole discretion, may elect. Client further acknowledges that, subject to the terms and conditions herein, SwissFS shall act as counterparty to all transactions conducted under this Agreement.

### **2** AUTHORIZATION TO TRADE

SwissFS is hereby authorized to purchase and sell OTC Contracts for Client’s account(s) in accordance with Client’s oral, written or electronic instructions. Unless instructed by Client to the contrary in writing, SwissFS is authorized to execute all orders with itself as counterparty or with such other counterparties as SwissFS deems appropriate.

### **3** GOVERNMENTAL, COUNTER PARTY INSTITUTION AND INTER-BANK SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, bylaws, rules, regulations, customs, usage, rules and

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interpretations of the counterparty institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable laws of the Kuwait Chamber of Commerce. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, which shall be binding upon SwissFS, this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.

Client acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements.

### **4** MARGIN AND DEPOSIT REQUIREMENTS

Client shall deposit with SwissFS collateral or margin in such amounts that SwissFS, in its sole discretion, may require. Margin requirements will vary dependent on the electronic trading system and products traded. SwissFS may change margin requirements at any time.

Client agrees to deposit by immediate wire transfer such additional margin when and as required by SwissFS and will promptly meet all margin calls by such methods as SwissFS in its sole discretion

2<sup>nd</sup> Client Signature

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designates. SwissFS may at any time proceed to liquidate Client's account in accordance with paragraph 10 below, and any failure by SwissFS to enforce its rights hereunder shall not be deemed a waiver by SwissFS to enforce its rights thereafter. No previous collateral or margin requirement by SwissFS shall preclude SwissFS from increasing that requirement without prior notice. Margin calls are conclusive and binding unless objected to immediately in writing. Client understands that a margin call may occur even in instances where account positions are hedged, given spreads may widen as set forth in paragraph 7 herein, causing remaining margin to diminish. Should remaining margin be insufficient to maintain open positions, the account may sustain a margin call, closing out any open positions in the account.

## **5 POSITION LIMITATION, PROFITS AND EXTRAORDINARY VENTS**

SwissFS retains the right to limit the amount and or total number of open positions that Client may acquire or maintain at SwissFS. SwissFS reserves the right to refuse to accept any order. SwissFS does not guarantee any or all profits resulting from trading entered into the system(s) of SwissFS, including but not limited to, profits realized during perceived normal market conditions, extraordinary events or system malfunctions. SwissFS shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of SwissFS including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labor disruptions and terrorist acts. SwissFS shall not be liable for damages, including lost profits or trading

1<sup>st</sup> Client Signature:

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losses caused by delays or inaccuracies in pricing or the transmission of orders or information due to a breakdown in or failure of any transmission or communication facilities, unauthorized access, theft or systems failures. Client understands SwissFS is authorized to reclaim any trading profits Client obtains through the trading of delayed or inaccurate pricing.

## **6 PRICING, SCALPING, ORDERS AND GAPPING MARKETS**

Client understands and agrees that he/she will not enter into transactions for purposes of scalping, arbitrage or to intentionally exploit or manipulate any inaccuracy, regardless of how minor, major, obvious or unobvious, in any rate or pricing offered by SwissFS whether through the usage of scripts, codes, electronic advisors, software or any other form of computer program or manual trading.

SwissFS defines scalping as any transaction which remains open for a period of less than three minutes in duration. Client understands SwissFS is authorized to retroactively cancel transactions found, in SwissFS sole discretion, to be transactions entered into in order to exploit or manipulate pricing by means as set forth within this Section.

SwissFS is then authorized to reclaim any trading profits Client obtains through the entering of transactions for purposes of scalping, arbitrage or intentional exploitation of inaccuracies of rates/pricing offered by SwissFS. Client acknowledges and understands that SwissFS does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news

2<sup>nd</sup> Client Signature

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announcements, due to gapping markets, greyed out pricing, and market liquidity.

Client understands and agrees that should they receive off-market prices, for any reason, including but not limited to, delays, malfunctions or manual trading errors, SwissFS shall retroactively cancel such trades and may elect to leave such trades canceled or reopen such trades at the correct market price, Client understands that orders received during instances of increased market volatility will be filled at the next best price available or the fair market value.

Client acknowledges that during instances of gapping markets, conditional orders, specifically stop losses, will be filled at the next available price following a gapping market. Pricing can gap past the price set forth in conditional orders, resulting in clients losing more funds than initially intended.

Client acknowledges that due to such risks, SwissFS encourages clients to utilize market orders rather than conditional orders, as market orders are provided with a requote and allow Clients to accept or reject the new price.

Client agrees that SwissFS is not responsible for any losses, including margin calls, which occur as a result of conditional orders being filled during a gapping market or orders being filled at certain prices as a result of greyed out pricing and/or limitations in market liquidity.

## **7 WIDENED SPREADS**

Client understands and acknowledges that there may be instances where spreads widen beyond the typical spreads offered. During volatile markets, such as news announcements, spreads may widen

substantially in order to compensate for increased market volatility. Client is advised to utilize extreme caution when trading during increased volatility in the markets, including major news events, as widened spreads can adversely affect all positions in an account including hedged positions.

## **8 SETTLEMENT DATE, ROLLOVERS AND INTEREST**

SwissFS is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFD's on currencies within Client's Account(s), maintained on any electronic trading platform at Client's risk. A position carried forward may be credited or debited interest charges until the position is closed. All CFD's on Futures are not rolled over at contract expiration. SwissFS shall close all positions at expiration of Futures contracts and client may, at his/her sole discretion, elect to purchase a new contract. At its discretion, SwissFS may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that such interest free terms shall be granted by SwissFS only as a result of representations made by Client and that SwissFS shall have the authority to, at its own discretion, elect to retroactively cancel such interest free terms and account activity after making determinations of the lack of authenticity of such representations, including determining that Client is maintaining interest bearing accounts elsewhere. SwissFS is authorized to cancel all trading activity of such account since inception following its determination and will return the original deposit(s) to Client.

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**9 COLLATERAL AND LENDING AGREEMENT**

All funds, securities, currencies, and other property of Client that SwissFS or its affiliates may at any time be carrying for Client (either individually, jointly with others or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on the books of SwissFS for any purpose, including safekeeping, are to be held by SwissFS as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to SwissFS whether or not SwissFS has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with SwissFS. SwissFS may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of Client's accounts. Client hereby also grants to SwissFS the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself as broker or to others, any securities or other property of Client held by SwissFS as margin or collateral. SwissFS shall at no time be required to deliver to Client the identical property delivered to or purchased by SwissFS for any account of Client. Should Client take delivery of currencies through settlement of trades, SwissFS is obliged to make full payment for the delivery on 24 hours' notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts held in the name of Client or SwissFS, as Client's agent or nominee, become property carried on margin in the Client's account, since they are not fully paid for by Client. This authorization shall apply to all accounts carried by

1<sup>st</sup> Client Signature:  
  
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SwissFS for Client and shall remain in full force until all accounts are fully paid for by Client or notice of revocation is sent by SwissFS.

**10 LIQUIDATION OF ACCOUNTS/DEFICIT BALANCES**

In the event of:

A the death or judicial declaration of incompetence of Client,

B the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client,

C the filing of an attachment against any of Client's accounts carried by SwissFS,

D insufficient margin, or SwissFS determination that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account,

E Client's failure to provide SwissFS any information requested pursuant to this agreement, or

F any other circumstances or developments that SwissFS deems appropriate for its protection, then, in SwissFS sole discretion, it may take one or more, or any portion of, the following actions:

I satisfy any obligation Client may have to SwissFS, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control,

II sell or purchase any or all Contracts, securities or property held or carried for Client, and

2<sup>nd</sup> Client Signature  
  
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III cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client.

Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, SwissFS may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of SwissFS may be advisable to protect or reduce existing positions in a Client's account.

Any sales or purchases hereunder may be made at SwissFS discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and SwissFS may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance in Client's account(s) upon demand by SwissFS and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by SwissFS or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all obligations and liabilities of Client owed to SwissFS, Client shall promptly pay upon demand, the deficit together with interest thereon at a rate equal to three points above the then prevailing prime rate at SwissFS principal bank or the maximum interest rate allowed by law, whichever is lower.

1<sup>st</sup> Client Signature:

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Client agrees to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event SwissFS incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

## **11 MONTHLY STATEMENTS AND CONFIRMATIONS**

Transaction confirmations of orders and statements of accounts for Client and made available solely online, shall be deemed correct and accurate and shall be conclusive and binding upon Client if not objected to immediately to by Client, in writing to, within five (5) business days of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by SwissFS or SwissFS agents. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of SwissFS and to object as set out herein.

## **12 COMMISSIONS AND FEES**

Client agrees to pay all charges relating to the CFD transactions conducted by or through SwissFS, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. SwissFS may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. SwissFS may share such commissions or markups and markdowns with third parties. Transaction fees are assessed per trade on certain trading platforms. Funded accounts which remain inactive for a period of six (6) months will be charged an

2<sup>nd</sup> Client Signature

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inactive account fee of \$50.00 USD. SwissFS failure to charge any such fees does not waive or invalid its right to deduct such fees in the future.

### **13** SwissFS RESPONSIBILITIES

SwissFS will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond SwissFS control or anticipation. SwissFS is not responsible for loss of profits or general losses or other adverse effects realized by Client accounts as a result of the cancellation of interest free terms pursuant to Section 8 herein, gapping markets, repricing or instances of increased volatility in the markets. SwissFS shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of SwissFS. SwissFS shall not be liable for losses arising from the default of any agent or any other party used by SwissFS under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which SwissFS is willing to deal or the quotes published by SwissFS.

### **14** IDENTITY VERIFICATION

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to SwissFS with a signed copy of this Agreement. Client further agrees that SwissFS has the authority to delay, cancel or otherwise postpone trading or the depositing/withdrawing of funds, regardless of amount, until Client has provided copies of unexpired government issued identification

1<sup>st</sup> Client Signature:

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and/or address verification documentation as required. After receipt of such documentation, SwissFS reserves the right to request additional documentation in order for SwissFS to adequately verify the Client(s) identity. Client understands that failure to provide such documentation shall authorize and obligate SwissFS to report such to applicable government agencies.

### **16** CURRENCY FLUCTUATION RISK

If Client directs SwissFS to enter into any CFD transaction:

A any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the risk and account of Client;

B all deposits for margin purposes if made in currency other than U.S. Dollars may be converted to U.S. Dollars, in such amounts as SwissFS may in its sole discretion require; and

C SwissFS is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by SwissFS in its sole discretion on the basis of the then prevailing money market rates.

### **17** RISK ACKNOWLEDGMENT

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their margin deposit to carry CFD positions and may result in significant losses that substantially exceed Client's investment and margin deposit. Client understands that SwissFS does not guarantee any or all profits resulting from

2<sup>nd</sup> Client Signature

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trading on its system(s). Client represents and warrants to SwissFS that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD transactions, and in consideration of SwissFS carrying his/her account(s), Client agrees not to hold SwissFS responsible for losses incurred through trading. Client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. Client acknowledges that Client has received no such guarantees from SwissFS or from any of its introducing or referring agents or other entities with whom Client is conducting his/her SwissFS account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. If Client has received any such guarantees or inducements, Client is advised to report such activity to SwissFS as promptly as possible.

## **18** CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants to SwissFS that:

A Client is of sound mind, legal age and legal competence,

B no person other than Client has or will have an interest in Client's account(s),

C regardless of any subsequent determination to the contrary, Client is suitable to trade Contracts and understands the risk inherent in such trading,

D Client confirms that all funds deposited to his/her account are the property of the account owner and of no other person or entity,

1<sup>st</sup> Client Signature:

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E should Client request an interest free account, he/she maintains no other interest bearing account at another institution,

F all the information provided by Client to SwissFS in account applications or otherwise is true, correct and complete as of the date hereof, and Client will promptly notify SwissFS of any changes in such information.

## **19** DISCLOSURE OF FINANCIAL INFORMATION

Client represents and warrants to SwissFS that the financial information disclosed to SwissFS in this document is an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Client's assets which the Client considers to be risk capital available for investment in Contracts. Client recognizes that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to inform SwissFS immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

## **20** SETTLEMENT REVIEW, WITHDRAWALS, ACCOUNT CLOSURE

Upon receipt of a request to withdraw funds from a SwissFS trading account, including withdrawals as a result of a request to close an account, SwissFS is authorized to perform a review of all account activity to ensure trades were settled properly. Improperly settled trades shall include, but not be limited to, trades that were executed: during platform or related hardware malfunctions; trades executed at off-market pricing rates regardless

2<sup>nd</sup> Client Signature

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how such pricing was obtained and including bad ticks and trades executed during extreme market conditions, including acts of gods or similarly executed trades completed during abnormal market conditions. If SwissFS, in its sole discretion, determines that any trade(s) were settled improperly SwissFS is authorized to retroactively cancel such improperly settled transactions and adjust account equity based off of such cancellations prior to completing any withdrawal. If, during such a settlement review, SwissFS is authorized to cancel any applicable executed trades and adjust client equity prior to completing any such withdrawals or collect uncharged overnight interest, swaps prior to completing any withdrawals should it determine, in its sole discretion, that trades completed within such an account: violate any agreed upon term, condition, warranty or representation herein, including but not limited to those of Section 6 and Section 8; Client has utilized such a trading account to defraud SwissFS of promotional bonus funds by mirroring all activity therein with an offsetting secondary trading account, regardless of what name(s) such secondary trading account is held in; or Client account has been credited commissions earned from excessive churning of third party accounts of which Client has been granted trading authorization through a limited power of attorney.

## **21** JOINT ACCOUNTS

If this account is held by more than one person, all of the joint and beneficial holders are jointly and severally liable to SwissFS for any and all obligations arising out of all transactions in the account and each agree to be bound by all the terms and conditions of this Agreement. In

1<sup>st</sup> Client Signature:

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addition, each person named on this account has authority:

A to trade for the account subject to this Agreement,

B to receive all correspondence and documents in respect to the account,

C to receive or withdraw money from the account,

D to execute agreements relating to the account, and

E to deal with SwissFS fully.

SwissFS, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. SwissFS has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death occurs to one or more of the holders, SwissFS shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless the Account Application Form for Joint Account states otherwise, then each holder is presumed to have an equal share in the account.

## **22** NO WAIVER OR AMENDMENT

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Client and an authorized officer of SwissFS. No waiver or amendment of this Agreement may be implied from any 4 course of dealing between the parties or from any failure by SwissFS or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements

2<sup>nd</sup> Client Signature

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or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

## **23** GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or SwissFS, shall be governed by the laws of the Kuwait Chamber of Commerce, without reference to its conflicts of laws principles.

## **24** JURISDICTION

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the Kuwait Chamber of Commerce in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Kuwait. The arbitral tribunal shall consist of no more than three (3) arbitrators and all proceedings shall be conducted and decision rendered based solely on the submission of documents and other such materials. No oral hearings or oral arguments shall be held. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction

1<sup>st</sup> Client Signature:

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giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration.

## **25** TERMINATION

This Agreement shall continue in effect until termination and may be terminated by Client at any time when Client has no obligations held by or owed to SwissFS, upon the actual receipt by SwissFS at its office of a written notice of termination, or at any time whatsoever by SwissFS upon the transmittal of written notice of termination of any obligations set out in this Agreement. Termination by Client shall not relieve Client of the obligation to pay any deficit balance in the account.

## **26** INDEMNIFICATION

Client agrees to indemnify and hold SwissFS, its affiliates, subsidiaries, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by SwissFS arising out of Client's failure to fully and timely perform Client's agreements herein or should any of Client's representations and warranties to SwissFS fail to be true and correct. Client also agrees to pay promptly to SwissFS all damages, costs and expenses, including attorney's fees, incurred by SwissFS in the enforcement of any of the provisions of this Agreement and any other agreements between SwissFS and Client.

## **27** NOTICES

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by SwissFS through the sending of any notification to

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the email address submitted with this Agreement by the Client.

### **28** RECORDED CONVERSATIONS

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and SwissFS personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or SwissFS. Client understands that SwissFS destroys such recordings at regular intervals in accordance with SwissFS established business procedures and hereby consents to such destruction.

### **29** SUPPLEMENTAL RISK DISCLOSURE

For any Customer that:

- is retired
- is unemployed
- has an annual income of less than \$25,000
- has a net worth less than \$25,000

- has no prior investment experience
- is over 65 years of age

Only you can make the determination of whether trading Contracts for Difference is suitable for you. In light of the information that you have provided above, SwissFS requires that you carefully consider all of the risk associated with such investments. Many but not all of these risks are outlined in the Risk Disclosure Statement of the Client Agreement. If, in the past, the only forms of investing strategies that you have pursued have been conservative in nature, then SwissFS encourages you to perform additional due diligence and research prior to making any investment. You must recognize that only risk capital is suitable for such investing. If you have determined that trading is suitable for you, then please execute the following acknowledgment.

### **30** ACKNOWLEDGMENT

I have carefully considered the financial risk involved in trading Contracts for Difference, I am willing to assume such risks associated with this type of investment, and wish to proceed with opening an account.

1<sup>st</sup> Client Signature:

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2<sup>nd</sup> Client Signature

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## PRIVACY POLICY NOTICE

SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C. ("SwissFS") believes that the privacy and security of an individual's personal financial information is important. Our most valued assets are our relationships with our Customers, and, therefore, we take your privacy concerns very seriously. We apply the following policies with respect to all of our customers who are individuals, even though we are only required to apply them to individuals who use our services for personal, family or household purposes.

### **1** INFORMATION COLLECTION

To serve our customers better, SwissFS collects certain financial information on our customers. In the case of individuals, SwissFS may collect nonpublic personal financial information about you from the following sources:

- Carefully read this agreement in its entirety and sign where applicable. The Client Agreement, and all sub-parts, will be your contract with SwissFS and will govern the relationship between you and SwissFS. This document also contains important disclosures, relating to the risks associated with trading the products available through SwissFS. You **MUST** read these disclosures carefully. If you have any questions please contact your SwissFS representative.
- **Transaction History:** Information about your transactions with SwissFS, with our affiliate(s) and with nonaffiliated third parties in connection with opening or servicing your account, such as bank references.

- **Credit Information:** Information from a consumer reporting agency.

### **2** INFORMATION DISCLOSURE.

SwissFS does not disclose any of your nonpublic personal information to nonaffiliated third parties except as permitted by law and except as permitted under the terms and conditions agreed to in your Client Agreement. The law permits disclosure of your nonpublic personal information to nonaffiliated third parties in certain situations generally with respect to effecting, administering, enforcing, or servicing a transaction or financial product that you request or authorize. From time to time, SwissFS and our affiliate(s) may share your nonpublic personal information with one another in order for each of us to better serve you as our customer. The nonpublic personal information that we may disclose to one another as affiliates includes, but is not limited to:

- **Application and Registration Information:**

1<sup>st</sup> Client Signature:

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2<sup>nd</sup> Client Signature

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Information that we receive from you on your account application form and other account opening documents, such as account name, mailing address, phone number(s), banking information, e-mail address, annual income, net worth, social security number, etc.

- **Transaction History:** Information about your transactions with us or about your transactions with nonaffiliated third parties that we receive in connection with opening or servicing your account.
- **Credit Information:** Information we receive from a consumer reporting agency.

### **3** DISCLOSURE OF FORMER CUSTOMER INFORMATION

SwissFS does not disclose any nonpublic personal information of former customers, except as permitted by law. Thus, should you close your account and become an inactive/former customer, we will adhere to the measures delineated in this privacy policy.

### **4** INFORMATION SAFEGUARDS

SwissFS maintains physical, electronic and procedural safeguards to guard your nonpublic personal information. As a result, only authorized employees who need to know your information in order to provide you with products or services will have access to your nonpublic personal information. We restrict the access of authorized employees to nonpublic personal information for business purposes only. These safeguards are used by all SwissFS affiliates.

### **5** ADVANCE NOTICE OF PROPOSED CHANGES

If at any time in the future our privacy policy should change, we will give you advance notice of the proposed policy change, before it is implemented, and will explain your legal right to opt out of any such additional or changed disclosures.

1<sup>st</sup> Client Signature:

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2<sup>nd</sup> Client Signature

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## CONSENT TO DELIVERY OF STATEMENTS BY ELECTRONIC MEDIA

Client hereby consents to have Client's trade confirmations and account information available on the Internet in lieu of having such information delivered to Client via mail or email. The Client may revoke this consent and request the delivery of statements via email or mail, however, Client understands that such a request may result in an additional fee and/or charge.

By receiving your account statements electronically, you agree to promptly review and communicate to us any discrepancies on such statements. You acknowledge your statement is deemed received when made available to you by SwissFS, regardless of whether you actually accessed the statement. This consent shall be effective until revoked by you in writing and received by SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C. By your signature below, you represent that the delivery and execution of this consent has been duly authorized and are within your powers.

All account statements and other information transmitted electronically shall be conclusive and binding upon you unless you object in writing or by electronic communication immediately upon receipt thereof.

## ONLINE SERVICES AND ELECTRONIC TRADING AGREEMENT

Any person or organization accessing or attempting to access the online or electronic trading services of SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C. or any affiliate of SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C., (referred to herein as "SwissFS") must first agree to the terms of this agreement. Such services shall include all statement reviews, new account origination, internet trading and electronic order entry and reports, market, trading and general information, including quotes, charts, news, and systems information, all clearing and back office functions and services, all software provided by SwissFS to user ("software"), the SwissFS web site, as well as any other services that may be added from time to time ("collectively referred to herein as "the systems"). This agreement shall apply to any person or organization who accesses or attempts to access the systems, as well as any person or organization who benefits from such use, including but not limited to, users who benefit from the use of the systems by brokers acting on their behalf ("user"). All limitations of liability and disclaimers contained herein shall apply to the systems regardless of whether or not the systems or any part thereof, was developed or is serviced or supported by SwissFS. Use of the systems or user's signed acknowledgment, indicates user's unqualified acceptance of all of the terms of this agreement. If user finds this agreement unacceptable, it shall not use the systems. SwissFS is willing to provide the systems to user only if user agrees to be bound by the following terms.

1<sup>st</sup> Client Signature:

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2<sup>nd</sup> Client Signature

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- 1) Some of the information available on the Systems will be provided by SwissFS, and some will be provided by various independent sources (“Information Providers”). User acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the information concerning User’s trading and account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be added from time to time (collectively referred to as the “Information”), is not guaranteed by either SwissFS or the Information Providers. User agrees that in no event shall SwissFS, any of its affiliates, or the Information Providers, have any liability for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or taken by User in reliance upon the Information or the Systems, or for any interruption of any Information provided by the Systems, or for any aspect of the Systems. In addition, some of the Information may be supplied by exchanges through Information Providers, and this material is for informational purposes only. The exchanges do not represent that the Information selected for display is comprehensive, complete, certified or accurate; do not intend to, and do not, in any country, directly or indirectly, solicit business or offer any contract to any person through the medium of this Information; or accept any responsibility or liability for enabling the user to link to another site on the World Wide Web, for the contents of any other site, or for any consequence which results from acting upon the contents of another site.
- 2) User understands that technical problems or other conditions may delay or prevent User from entering or canceling an order on the Systems, or likewise may delay or prevent SwissFS from executing or clearing an order on the Systems. Neither SwissFS, nor any of its affiliates, shall be liable for, and User agrees not to hold or seek to hold SwissFS, or any of its affiliates, liable for, any technical problems, Systems failures and malfunctions, communication line failures, equipment or software failures and malfunctions, Systems access issues, Systems capacity issues, high Internet traffic demand or other Internet related problems, security breaches, theft and other unauthorized access, and any other similar computer problems and defects, as well as severe weather, earthquakes, floods and strikes or other labor problems in connection with the use or attempted use of the Systems. SwissFS does not represent, warrant or guarantee that User will be able to access or use the Systems at times or locations of User’s choosing, or that SwissFS will have adequate capacity for the Systems as a whole or in any particular geographic location. SwissFS does not represent, warrant or guarantee that the Systems will provide uninterrupted and error free service. SwissFS does not make any warranties or guarantees, express or implied, with respect to the Systems or its content, including without limitation, warranties of quiet enjoyment, no infringement, title, merchantability or fitness for a particular purpose, and merchantability for computer problems and for informational content.

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## JOINT CLIENT AGREEMENT

SwissFS does not guarantee or warrant that the Systems will be free from infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Neither SwissFS, nor any of its affiliates, shall be liable to User for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by SwissFS or User's use of, or reliance on, the Systems or its content, or in otherwise performing its obligations under or in connection with this Agreement. In no event will SwissFS, or any of its affiliates, be liable to User or any third party for any punitive, consequential, incidental, special, indirect (including lost profits and trading losses and damages) or similar damages, even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions the liability of SwissFS shall be limited in accordance with this Agreement to the extent permitted by law. SwissFS reserves the right to suspend service and deny access to the Systems without prior notice during scheduled or unscheduled Systems maintenance or upgrading.

- 3) User acknowledges that all orders placed through the Systems are at User's sole risk. User further acknowledges that User's orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading Systems, if applicable), that there may be minimum equity requirements and limits set by each contract as to the maximum number of allowable contracts for

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orders processed through the Systems, that current limits are subject to change, that contingency orders may not be accepted, and that the online direct order placement service may be suspended on a contract's last trading day. User understands that orders that it sends directly to the trading floors or an electronic trading Systems may be reviewed by an order desk, and if User fails to meet the requirements, User's order may be refused. User further understands that it may be restricted from use of or refused access to the Systems at any time, and that SwissFS reserves the right to require a margin deposit prior to the execution of any order placed through the Systems, or as otherwise required by SwissFS margin policy. In the event that there is a restriction on User's account or that User fails to make a margin deposit as required, neither SwissFS, nor any of its affiliates, shall be responsible for any delay or failure to provide the Systems, including the ability to execute an order.

- 4) Although the Systems may provide access to numerous recommendations about how to invest and what to buy, none of these recommendations shall be deemed to be endorsed by SwissFS. SwissFS does not recommend any investment advisory service or product, nor does SwissFS offer any advice regarding the nature, potential value, or suitability of any particular transaction or investment strategy.

NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS A SOLICITATION OR

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### RECOMMENDATION TO BUY OR SELL ANY INSTRUMENT OR ENGAGE IN ANY TRANSACTION.

5) A Upon approval of User's account, SwissFS will provide User with an individual password and user identification code ("Access Codes"). The Access Codes are intended to enable User to access User's account and to enter buy and sell orders for User's account through the Systems, and therefore, User must maintain the confidentiality, and prevent the unauthorized use, of the Access Codes at all times. User accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into the Systems using the Access Codes and changes in User account information that are entered through use of the Access Codes. User hereby authorizes SwissFS and any party claiming through SwissFS to rely upon any information or instructions set forth in any data transmission using the assigned Access Codes, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the Systems.

B User accepts full responsibility for monitoring User's account(s) with SwissFS. In the event that User becomes aware of any loss, theft or unauthorized use of User's Access Codes, User shall notify SwissFS IMMEDIATELY by email to [admin@swissfs.com](mailto:admin@swissfs.com)

C SwissFS grants to User, and User accepts from SwissFS, a nonexclusive and nontransferable

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license to use the Systems solely for the purposes provided herein and subject to any other agreements in effect between User and SwissFS. User agrees that it shall take reasonable steps to protect, and shall not use, publish or disseminate, the information made available or accessible through the use of the Systems, including without limitation the Information, Access Codes, and Software, using methods at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than a reasonable standard, during the term of this Agreement and for a period of five (5) years following the expiration, termination, discontinuance or cancellation of this Agreement and shall prevent the duplication or disclosure of such information, other than by or to its employees who must have access to the information to perform User's obligations hereunder, provided that User shall make such employees aware of the restrictions of this Section 5 and provided that User shall be solely responsible for such information. Any and all materials that SwissFS provides to User in connection with the Systems including without limitation all Information, Access Codes, and Software, together with all modifications and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto are the property of SwissFS, SwissFS licensor's, its successors and assigns, the Information Providers, or other third parties, and are intended for User's sole and individual use. User shall not reproduce, modify, prepare

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derivative works of, retransmit, disseminate, sell or distribute such materials in any manner without the express written consent of both SwissFS and the relevant owner. In addition, User shall not permit any other person access to the Systems. User further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that User prints or downloads from the Systems. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement and title.

D User agrees that its use of the Systems is at User's own risk. User shall be responsible for providing and maintaining the means by which it accesses the Systems, which may include, without limitation, personal computer, modem and telephone, or other access line. User shall be responsible for all access and services fees necessary to connect to the Systems and assumes all charges incurred in accessing the Systems. User further assumes all risks associated with the use and storage of information on User's personal computer.

E User hereby assumes sole responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the Systems. User shall indemnify and hold harmless SwissFS and its affiliates from any and all consequential, incidental, special, punitive, or indirect damages (including lost profits, trading

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losses and damages) resulting from, arising out of or relating to such information, whether authorized or unauthorized. In the event any inaccurate, incomplete or incorrect information relating to User is communicated to SwissFS, whether or not through the Systems, or in the event the User determines that the Systems includes inaccurate, incomplete or incorrect information relating to User, User covenants that it shall notify SwissFS IMMEDIATELY by email to [admin@swissfs.com](mailto:admin@swissfs.com) User also covenants that it shall notify SwissFS IMMEDIATELY, as provided herein, if

I an order has been placed through the Systems and User has not received an order number;

II an order has been placed through the Systems and User has not received an accurate acknowledgment (whether through hard copy, electronic, or oral means) of the order or of its execution; or

III User has received acknowledgment (whether through hard copy, electronic or oral means) of an execution for any order which User did not place; or any other conflict similar to those stated herein. User agrees and acknowledges that SwissFS shall be entitled to rely upon any oral, written or electronic communications, whether in tangible or intangible form, received from User, including from any of User's officers, partners, principals or employees.

F User hereby covenants and agrees that User:

2<sup>nd</sup> Client Signature

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## JOINT CLIENT AGREEMENT

6) Shall use the Systems only for the purpose of placing orders for currency contracts and precious metals contracts, receiving fills and for receiving online User statement reviews and new User account origination. In addition, User shall not directly or indirectly transact any business using the Systems with any of its affiliates; including, without limitation, accepting or countering any offer made by any of its affiliates; and in connection therewith, User agrees that SwissFS may take actions, determined in its sole discretion, to prevent such transactions from occurring (but no such actions by SwissFS shall relieve User of its obligations as described in this sentence);

7) Shall perform the obligations arising in connection with any transaction completed using the Systems, in accordance with the terms and conditions of such completed transaction.

A User agrees to indemnify and hold SwissFS, its affiliates, and the Information Providers harmless from and against any and all claims, demands, proceedings, suits and actions, as well as all losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered by SwissFS, resulting from or relating to any claims, proceedings, suits and actions against SwissFS arising from User's violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary and privacy rights. SwissFS shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against SwissFS, or against SwissFS and User, arising out of User's breach of this

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Agreement. User hereby waives any and all rights User may have independently to defend, settle or compromise any such claims or demands and agrees to cooperate to the best of User's ability with SwissFS with respect thereto, but SwissFS may, in its sole discretion, authorize and require User to defend, settle or compromise any such claim or demand as it deems to be appropriate at User's cost, expense and liability. This indemnification and hold-harmless obligation shall survive the termination of this Agreement.

B SwissFS reserves the right to terminate User's access to the Systems in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of User's Access Codes and/or account number(s), breach of this Agreement, or breach or termination of any agreements User has entered into with SwissFS. Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to SwissFS, and User shall discontinue use of the Systems, and if applicable, shall return or destroy, as requested by SwissFS, all software (including all copies thereof).

C User agrees to pay all subscription, service, and user fees, if any, and commissions, for any orders executed through the Systems, and agrees that such fees may be changed without notice. User agrees to pay all costs (including attorneys' fees), if any, incurred by SwissFS in collecting overdue fees from User.

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## JOINT CLIENT AGREEMENT

**D This Agreement is made in User’s personal capacity and not on behalf of any firm, corporation or other entity, unless User’s account is designated as such. User agrees to use the Information solely in connection with User’s investment activities and not in connection with any trade or business activities.**

**E All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, regarding the Information or any aspect of the Systems (including but not limited to Information access and order execution), are excluded to the extent permitted by law.**

**F User agrees that SwissFS may hold and process, by computer or otherwise, any information it obtains pertaining to User as a result of User’s use of the Systems (“Personal Data”), and SwissFS may access and use such information for operational purposes, credit assessment, statistical, including behavioral analysis, and to identify and provide User with information concerning products and services (including those supplied by third parties) which may be of interest to User or SwissFS. User agrees that SwissFS may disclose Personal Data to licensed credit reference agencies and to any of SwissFS subcontractors, agents or Information Providers where necessary to provide User with the Service, or in the event that SwissFS has the right or duty to disclose or is otherwise permitted**

**1<sup>st</sup> Client Signature:**

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**or compelled to do so by law. Personal Data will be deleted from the Systems as soon as is reasonably possible after User ceases to use the Systems, subject to applicable record keeping requirements. User’s Personal Data may be electronically transmitted or transferred throughout the world. User may inspect its Personal Data, and have incomplete or inaccurate information rectified. These companies acting on our behalf are required to keep your personal information confidential.**

**By either signing this Agreement, or using the Systems, User represents that it has read and understands the foregoing terms and conditions, and that User agrees to be bound by them. This Agreement supplements any other agreements User has entered into with SwissFS and disputes hereunder are subject to the terms of the Arbitration Agreement, if executed by User. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be, to that extent, deemed omitted, and the remaining provisions shall continue in full force and effect. This Agreement and performance hereunder will be governed by and construed in accordance with Kuwait Chamber of Commerce. The terms and conditions of this Agreement shall remain in full force and effect and shall survive termination, discontinuance or cancellation of this Agreement. SwissFS may modify the Systems or change the terms of this Agreement, in whole or in part, upon notice through the Systems, electronically and/or in writing.**

**2<sup>nd</sup> Client Signature**

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## RISK DISCLOSURE STATEMENT

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This brief statement does not disclose all of the risks and other significant aspects of trading CFD's for Difference ("CFD"). In light of the risks, you should undertake such transactions only if you understand the nature of CFD's and the contractual relationships into which you are entering and the extent of your exposure to risk. Trading in CFD's may not be suitable for many members of the public. You should carefully consider whether trading CFD's is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade CFD's, you should be aware of the following

### LEVERAGED CFD TRADING

#### **1** EFFECT OF "LEVERAGE" OR "GEARING"

Transactions in CFD's and precious metals carry a high degree of risk. The amount of initial margin is small relative to the value of the Contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds you deposit with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to deposit substantial additional funds on short notice in order to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be

liquidated at a loss and you will be liable for any resulting deficit in your account.

#### **2** RISK – REDUCING ORDERS OR STRATEGIES

The placing of certain orders (e.g. "stop-loss" orders, where permitted under local law, or "stop limit" orders) that are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it may also be difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

#### **3** SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS

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Market conditions (e.g. liquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits, government intervention or reasons beyond the counterparty's control) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

#### **4 DEPOSITED CASH AND PROPERTY**

You should familiarize yourself with the protections accorded money or other property you deposit for the trading of CFD's, particularly in the event of your counterparty's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property that had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### **5 COMMISSION AND OTHER CHARGES**

Before you begin to trade, you should obtain a clear explanation of all commission, fees, markups, markdowns and other charges for which you will be responsible. The surcharges will affect your net profit (if any) or increase your loss.

#### **6 PRICE RISKS**

The profit or loss in transactions in CFD's will be affected by fluctuations in price.

#### **7 PRINCIPAL'S MARKET**

CFD's are not traded on a regulated market and therefore do not require open outcry. Instead, CFD's are traded in the over-the-counter dealer market. SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C. ("SwissFS") is a dealer in CFD's and, as such, may be a counterparty to your transactions. You will therefore transact at prices established by SwissFS. Even though SwissFS quotations and prices are assisted by many computer-based component systems, its quotations and prices may vary due to market liquidity and may not be as favorable as those of other dealers. SwissFS trading facilities are supported by computer-based component systems for the order-routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses is subject to limits on liability set forth in the SwissFS Client Agreement and the Online Services and Electronic Trading Agreement and the agreements of other dealers, banks or financial institutions which may at times act as your counterparty.

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### **8** ELECTRONIC TRADING

Trading on an electronic trading system may differ not only from trading in the open outcry market, but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

### **9** OFF – EXCHANGE TRANSACTIONS

In CFD transactions, firms are not restricted in effecting off-exchange transactions. Noor Capital will generally act as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk of a CFD position. For these reasons, these transactions may involve increased risks. Before you undertake CFD transactions, you should familiarize yourself with applicable rules and attendant risks and the policies, procedures and agreements of the counterparty and attendant risks.

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## **DISCLOSURE OF INTRODUCING BROKER COMMISSIONS**

The undersigned hereby acknowledges and understands that SWISS INTL. FINANCIAL BROKERAGE CO. K.S.C.C. ('SwissFS') does not supervise the activities of introducing brokers (IB) and assumes no liability for any representations made by IB's, which shall include but not be limited to, accuracy of trading programs, risk warnings or lack thereof, guarantees of profit or security of principal, or trading advice. SwissFS and IB's are wholly separate and independent from one another. Any Agreement(s) between SwissFS and IB's do not establish any form of joint venture or partnership and at no time are IB's agents or employees of SwissFS. The undersigned further acknowledges and understands that he/she may have commissions assessed against their SwissFS trading account as a result of his/hers relationship with an IB of SwissFS who solicited, referred and/or introduced the undersigned to SwissFS. The undersigned acknowledges and agrees that SwissFS is authorized to charge his/her trading account in an amount designated by the IB as IB's commission amount. The undersigned further acknowledges and understands that all such commission charged is being charged against his/her trading account by SwissFS for payment to IB and that SwissFS is not compensated through the deduction of such commission.

## **UNITRADER PLATFORM COMMISSION DISCLOSURE**

The undersigned further understands that should his/her account be trading on the Unitrader Platform his/her applicable IB has the ability and authority to alter their commission amounts at any time unilaterally, and whether such changes results n increased or decreased commission, undersigned agrees to such commission charges. The undersigned hereby acknowledges and agrees to contact SwissFS via email or telephone should he/she feel they are being charged commissions that are unauthorized, excessive or that differ from that which the IB disclosed. Further, the undersigned agrees to provide SwissFS with any and all written agreements, disclosures or acknowledgments by and between the IB and himself/herself at the time of executing this Agreement.

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