TERMS & CONDITIONS

Client Agreement

Whereas **MENA CAPITAL FINANCIAL MARKETS L.L.C.** is licensed by the Capital Market Authority to practice in Trading broker of OTC derivatives and currencies in the spot market activity under first category (Dealing in Securities), and to provide services to Client in connection with the purchase and sale of Contracts for Difference (collectively referred to as "CFDs") on Equities, Futures, Currency spot, forward Bullion, and any similar instruments (collectively referred to as OTC "Contracts"), which may be purchased or sold by or through Mena Capital for Client's accounts(s), as the client wishes to trade through the company based on orders and instructions issued by the client on his sole discretion and in accordance with terms and conditions mentioned in this agreement.

Accordingly, the two parties acknowledge their capacity and validity to sign this agreement with the following terms and conditions. THIS IS A LEGAL AGREEMENT BETWEEN THE PERSON(S) NAMED IN THE APPLICATION FOR ACCESS TO OUR FINANCIAL SERVICES BY THE OPENING OF A TRADING ACCOUNT (“CLIENT”, “YOU”, “YOURSELF”) AND MENA CAPITAL FINANCIAL MARKETS L.L.C. LLC (“MENA CAPITAL”, “US”, “WE”, “OUR”) AND THEIR SUCCESSORS (INCLUDING HEIRS WHERE APPLICABLE) AND ASSIGNS. PLEASE READ IT CAREFULLY.

MENA CAPITAL FINANCIAL MARKETS L.L.C. is a limited liability company incorporated under United Arab Emirates law. Registered under Commercial **License No. 1534564.** Mena Capital Financial Markets L.L.C. regulated and authorised in the UAE by the **Capital Market Authority (CMA): registration No. 20200000457.** Registered Office: Office 405, Sama Tower, Sheikh Zayed Road, Dubai, United Arab Emirates.

MENA CAPITAL is required to conduct its business and dealings with you in accordance with the rules and regulations of the Capital Market Authority. No person, including any member of the MENA CAPITAL or third party who has referred you to MENA CAPITAL has been authorized to give any information or to make any representations other than those contained herein.

These Terms constitute a legally binding contract between you and MENA CAPITAL which you accept for yourself and on behalf of any principal or principals on whose behalf you are acting as agent by giving us instructions to deal or accepting services from us. These Terms supersede any other general terms of business or similar documents that may have been previously issued to you by us. Client agrees as follows:

2. Account Opening

An Account must be opened prior to making any Order or entering into any Transaction.

No Orders can be placed until an Account has been opened and cleared funds received from your side. Without prejudice to the foregoing, if we permit you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to us pursuant to these Terms in respect of the Order placed or any resulting Transaction.

We may, at our sole and absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, promptly following your application. Client understands, acknowledges, and agrees that by executing this Client Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client's name at MENA CAPITAL, that MENA CAPITAL, in its sole discretion, may elect whether or not establish such account(s). Client further acknowledges that, subject to the terms and conditions herein, The Client will deposit margin or collateral to enable MENA CAPITAL to perform the Client's instructions, the account(s) will take effect and this Agreement will come into full force and effect upon the Client deposits such margin or collateral.

3. Client Money

You agree that money belonging to you which is held by us in each account (the "Client Money") will be held by MENA CAPITAL in our designated client money account. Client money is segregated from our money according to the laws of the Capital Market Authority. You agree that we may place your money in our designated client money account in different currency to the currency used to open your account or your deposits. Such client money will be at least equal in value and will be in compliance with applicable laws. No interest is due to the client in respect of client money. Deposits and withdrawals are governed by the applicable regulations.

4. Authorization To Trade

MENA CAPITAL is hereby authorized to purchase and sell OTC Contracts for Client's(s) in accordance with Client's electronic instructions through our trading platform(s). Unless instructed by Client to the contrary in writing, MENA CAPITAL is authorized to execute all orders with itself as counterparty or with such other counterparties as MENA CAPITAL deems appropriate.

5. Position Limitation, Profits And Extraordinary Events

MENA CAPITAL retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at MENA CAPITAL. MENA CAPITAL reserves the right to refuse to accept any order. MENA CAPITAL does not guarantee any or all profits resulting from trading entered into the system(s) of MENA CAPITAL, including but not limited to, profits realized during abnormal market conditions, extraordinary events or system malfunctions.

MENA CAPITAL shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of MENA CAPITAL including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labour disruptions and terrorist acts or any other force majeure events.

MENA CAPITAL shall not be liable for damages, including lost profits or trading 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 MENA CAPITAL is authorized to reclaim any trading profits Client obtains through the trading of delayed or inaccurate pricing.

6. Market Abuse
Client understands and agrees that he/she/it will not enter into unlawful, illegal or immoral transactions or any transaction contrary to applicable laws, regulations and/or rules or MENA CAPITAL' policy, regardless of how minor, major, obvious or unobvious, in any rate or pricing offered by MENA CAPITAL whether through the usage of scripts, codes, electronic advisors, software or any other form of computer program or manual trading. Client understands MENA CAPITAL is authorized to retroactively cancel transactions found, in MENA CAPITAL's sole discretion, to be transactions entered into in order to exploit or manipulate pricing by means as set forth within this section. MENA CAPITAL is then authorized to reclaim any trading profits Client obtains through the entering of any transaction in breach of this clause.

Client acknowledges and understands that MENA CAPITAL 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 announcements, due to gapping prices, 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 or malfunctions, MENA CAPITAL shall retroactively cancel such trades and may elect to leave such trades cancelled 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 price. 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, MENA CAPITAL 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 MENA CAPITAL 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 due to 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.

A quote we provide to you is valid only at the time it has been provided and is subject to change. Therefore, spreads, market spreads as well as the cost of opening or closing out a position change significantly depending on the prevailing market conditions and our quoted price.

8. Settlement Date, Rollovers, And Interest

MENA CAPITAL is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFDs on currencies, commodities or any other financial product within Client's Account(s), maintained on any electronic trading platform related to us at Client's risk. A position carried forward may be credited or debited interest charges until the position is closed. All CFDs on Futures are not rolled over at contract expiration.

MENA CAPITAL shall close all positions at expiration of Futures contracts and Client may, at his/her/its sole discretion, elect to purchase a new contract.

MENA CAPITAL may publish information, notices and updates relating to settlement dates, rollover arrangements, applicable interest or financing charges and other relevant trading conditions through its website and/or other communication channels made available to the Client. The Client is responsible for reviewing such information and maintaining accurate and up-to-date contact details with MENA CAPITAL.

9. Collateral And Lending Agreement

All funds, securities, currencies, and other property of Client that MENA CAPITAL may at any time be carrying for Client (either individually, corporate, 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 MENA CAPITAL for any purpose, including safekeeping, are to be held by MENA CAPITAL as security and subject to a general lien and right of set-off for all obligations and liabilities of client to MENA CAPITAL, and irrespective of the number of accounts Client may have with MENA CAPITAL.

We may in our own 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, free of charge or interest, to us 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 MENA CAPITAL as margin or collateral.

MENA CAPITAL, as the case may be, shall at no time be required to deliver to Client the identical property delivered to or purchased by MENA CAPITAL for any account of Client. Should Client take delivery of currencies through settlement of trades, we are obliged to make full payment for the delivery on four (4) working days' 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 MENA CAPITAL, 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 MENA CAPITAL for Client and shall remain in full force until all accounts are fully paid for by Client or notice of revocation is sent by us.

10. Equity, Margin And Leverage

The balance of your Account is the sum of money in your Account which comprises of realised profit or loss, as the case may be (the "Balance"). For the avoidance of doubt, profit or loss becomes realised in the Account once an open position is closed. The equity of your account is the total of the (i) Balance and (ii) unrealised (floating) profit or loss, as the case may be, on your open positions (the "Equity").

Margin means the portion of your Equity that is utilised to open one or more Positions (the "Margin"). For the avoidance of doubt, Margin is not deducted from the calculation of your Equity. Margin can neither be used to open another Position nor be withdrawn from your Account. The portion of your Equity that is not Margin is free margin (the "Free Margin"). Free Margin may be used to open another Position or can be withdrawn from your Account.

You agree to maintain at all times, without demand from us, Margin requirements for the Positions in your Account. You agree that we are entitled to determine the Margin requirements in our sole and absolute discretion.

In setting your Margin requirements, we take into consideration multiple factors including Applicable Regulations, your Equity, your Balance, your trading history and patterns, your trading style, your trading experience, the potential volatility of the products you are trading, the historical volatility of the products you are trading, etc. Our determination of your Margin requirements shall be conclusive.

11. Margin Calls And Auto Stop-Out

If the Equity falls below an amount that equals to one hundred percent of your Margin, your Account will enter into a margin call (the "Margin Call").

If your Equity falls to or below an amount that equals to thirty percent (or such other percentage as prescribed by us from time to time) of your Margin, an auto-stop-out will occur, whereby some or all of your open positions will automatically be closed out by our automated risk management system, in order to bring your Equity above the required amount (the "Auto Stop-Out"). We do not discretionarily manage your portfolio.

The automated risk management system may automatically first close out the open positions that carry the greatest loss. The automated risk management system may then close out such number of additional open positions successively until the Equity in your Account is above the required amount. You should be prepared for the automated risk management system to close out all your open positions.

To increase Equity above your margin in cases of a Margin Call, you may: a) Substantiate your accounts with funds b) Close one or more positions c) A combination of both Provided that, in the absence of any system errors or malfunctions, we will inform you of a Margin Call immediately. Nonetheless, you agree and acknowledge that it is your responsibility to monitor your Account and always maintain sufficient Equity to meet your Margin requirements at all times.

You understand and agree that only your Free Margin will be available to you. You undertake that you will maintain in your Account, at all times, sufficient Margin to meet your Margin. If you believe that you cannot or will not be able to meet your Margin requirements, you should reduce your open positions or transfer adequate Margin to your Account to satisfy your Margin requirements. You may access details of Margin amounts which are paid by you or due to us through the platform.

12. Liquidation Of Accounts/Deficit

In the event of: 1. the death or judicial declaration of incompetence of Client, 2. 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, 3. the filing of a precautionary attachment order against any of Client's accounts carried by MENA CAPITAL, 4. insufficient margin, or MENA CAPITAL's determination, in its sole discretion, that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account 5. Client's failure to provide MENA CAPITAL any information requested pursuant to this agreement, or 6. any other circumstances or developments that MENA CAPITAL deems appropriate for its protection, then, in MENA CAPITAL's sole discretion, it may take one or more, or any portion of, the following actions: i. Satisfy any obligation Client may have to us, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control, a. Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client. b. Sell or purchase any or all contracts, securities or property held or carried for Client, and b. 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, we may, in our sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread which in the sole discretion of MENA CAPITAL may be advisable to protect or reduce existing positions in a client's account.

Any sales or purchases hereunder may be made at MENA CAPITAL's sole discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and MENA CAPITAL 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 MENA CAPITAL 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 us or by the 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 MENA CAPITAL, Client shall promptly pay upon demand, the deficit at MENA CAPITAL's bank account. 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 MENA CAPITAL incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

13. 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 by Client, in writing, within one (1) business day of such transactions being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by MENA CAPITAL or MENA CAPITAL's agents.

Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of MENA CAPITAL and to object as set out herein.

14. Commissions, Expenses And Fees

Client agrees to pay all charges, commissions, expenses and/or fees relating to the CFD transactions conducted by or through MENA CAPITAL, either for MENA CAPITAL or third party (Introducing Broker, Liquidity Provider, Service Provider, etc.), including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. MENA CAPITAL may adjust its charges, commissions, expenses and/or fees without notice.

Client is responsible to regularly review all notifications published by MENA CAPITAL through all available communication channels. All such charges, commissions, expenses and/or fees shall be paid by Client as incurred and deducted from Client's account by MENA CAPITAL representatives without prior notice. MENA CAPITAL may share such commissions or markups with third parties. Transaction fees are assessed per trade on certain trading platforms.

15. MENA CAPITAL Responsibilities

MENA CAPITAL 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 MENA CAPITAL's control. MENA CAPITAL 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, re-pricing or instances of increased volatility in the markets.

MENA CAPITAL shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of MENA CAPITAL. MENA CAPITAL shall not be liable for losses arising from the default of any agent or any other party used by MENA CAPITAL under this Agreement.

Since over-the-counter Contracts (OTC) are not traded on an exchange, the prices at which MENA CAPITAL is willing to deal or the quotes published by MENA CAPITAL may differ from prices confirmed or quoted by other CFD market makers or dealers.
MENA CAPITAL will not be responsible or liable for any losses in connection with: a) the performance or profitability of Client's account(s); b) any loss to or depreciation in Client account(s); c) any transaction, order including (for the avoidance of doubt) the loss of margin and collateral placed by Client with MENA CAPITAL. d) the acts, omissions or insolvency of Client. e) any actions MENA CAPITAL may take in connection with Client account(s); f) any taxes Client may become liable for in connection with his/her/its account(s). g) any delay or change in market conditions before any particular order is executed; and h) Client agrees to reimburse, indemnify, and hold MENA CAPITAL harmless for any and all losses arising in connection with Client account(s) including (without limitation) in connection with: 1. Any act or omission on Client's part or any authorized representative from time to time or any persons who MENA CAPITAL reasonably believes to be acting with authority on Client's behalf. 2. The provision of services or products to

Client in connection with his/her/its account(s). 3. Any of Client's account(s); 4. As a result of any misrepresentation by Client or any violation by Client of Client's obligations. 5. Any taxes; or 6. As the result of the enforcement of MENA CAPITAL rights under this Agreement or any applicable law.

MENA CAPITAL will not be obliged to take or refrain from taking any action which becomes beyond MENA CAPITAL reasonable power to take or refrain from taking wholly or partly as a result of an event or state of affairs which was beyond its reasonable control to prevent and the effect of which is beyond its reasonable power to avoid, including without limitation: any change in the law, any applicable law, failure of any exchange or clearing house or settlement system, war, terrorism, civil unrest, any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action in each case whether actual, threatened or anticipated.

MENA CAPITAL will not be liable to Client for any partial or total non-performance of MENA CAPITAL obligations or delay in performance by reason of any cause beyond MENA CAPITAL reasonable control including, without limitation: - Any failure or delay by any exchange, market, or clearing house, or broker or dealer, in performing its obligations with respect to any transaction executed and/or cleared for Client account(s), or - The imposition, introduction, amendment or change (including a change in interpretation) of any legislation, regulation, directive or policy by any governmental or supranational body, exchange, regulatory or self-regulatory organization, market clearing house or any failure or delay by any of the foregoing in enforcing such legislation, regulation or policy.

16. Identity Verification

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to MENA CAPITAL with a signed copy of the Client Agreement.

Client further agrees that MENA CAPITAL 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 and/or address verification documentation as required. After receipt of such documentation, we reserve the right to request additional documentation in order for MENA CAPITAL to adequately verify the Client(s) identity.

17. Currency Fluctuation Risk

If Client directs MENA CAPITAL 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 MENA CAPITAL may in its sole discretion require; and c) MENA CAPITAL is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by MENA CAPITAL in its sole discretion on the basis of the then prevailing money market rates.

18. 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 MENA CAPITAL does not guarantee any or all profits resulting from trading on its system(s).

Client represents and warrants to MENA CAPITAL that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD transactions, and in consideration of MENA CAPITAL's carrying his/her/its account(s), Client agrees not to hold MENA CAPITAL 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 MENA CAPITAL or from any of its introducing or referring agents or other entities with whom Client is conducting his/her/its MENA CAPITAL account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.
Your rights to money held in our segregated client bank account, where applicable, may be affected by (i) the insolvency of the relevant bank, or (ii) the insolvency of a third-party where we have transferred money to them for the purposes of margin etc.
Client money may be held on the Client's behalf with an intermediate broker, a credit institution, a regulated market, multilateral trading facility, a settlement agent, a clearing house, a payment institution or an OTC counterparty located within or outside the UAE.
The legal and regulatory regime applying to any such person outside the UAE will be different from that of the UAE, and in the event of insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in the UAE. The Company will not be liable for the solvency, acts, or omissions of any third party referred to in this paragraph.

The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client’s money, or third party’s money.

In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Clients with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

19. Client Representations And Warranties

Client represents and warrants to MENA CAPITAL 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 d) Client confirms that all funds deposited to his/her/its account are the property of the account owner and of no other person or entity, e) Should Client request an interest free account, he/she/its maintains no other interest-bearing account at another institution, f) Client is not a resident or citizen of the United States as defined under applicable law, and g) All the information provided by Client to MENA CAPITAL in account applications or otherwise is true, correct, and complete as of the date hereof, and Client will promptly notify MENA CAPITAL of any changes in such information.

20. Disclosure Of Financial Information

Client represents and warrants to MENA CAPITAL that the financial information disclosed to MENA CAPITAL 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 MENA CAPITAL immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

21. Settlement Review, Withdrawals, Account Closure

Upon receipt of a request to withdraw funds from a MENA CAPITAL trading account, including withdrawals as a result of a request to close an account, MENA CAPITAL 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 how such pricing was obtained and including bad ticks and trades executed during extreme market conditions, including acts of God, or similarly executed trades completed during abnormal market conditions.

If MENA CAPITAL, in its sole discretion, determines that any trade(s) were settled improperly MENA CAPITAL 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, MENA CAPITAL is authorized to cancel any applicable executed trades and adjust client equity prior to completing any such withdrawals or collect uncharged overnight interest, swaps or fees 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.

MENA CAPITAL reserves the right to close any client account at its sole discretion for reasons, for example but not limited to, including inactivity, client misconduct, regulatory or legal obligations (including sanctions and AML concerns), prohibited activities, or for internal business and operational decisions. Such closure may be affected without prior notice and shall be in line with applicable laws and regulatory requirements.

22. Credit Information

MENA CAPITAL, without notifying Client, shall have the right to exchange Client's personal and credit information with certain government authorities and other third parties legally entitled to obtain such information, for contract and compliance purposes.

MENA CAPITAL shall have the right to investigate and verify the identity of the Client for determining the financial conditions and compliance with certain laws such as laws about money laundering, international boycott, and transactions with specially designated nationals. All other uses of Client personal and credit information shall be subject to the policy of MENA CAPITAL.

Client also authorizes MENA CAPITAL to investigate his/her/its background and credit standing (and credit standing of his spouse and children, if any) and to request a report to verify the information about his/her/its identity and the source of the payments to enable MENA CAPITAL to determine the eligibility of Client to open an account and for any legitimate business purposes. Client also authorizes MENA CAPITAL in this regard to contact financial institutions regarding the foregoing.

23. Amendments

Client agrees that MENA CAPITAL may change, add, or cancel any of the terms and conditions of this Agreement at any time by notifying such modification and their effective date on the MENA CAPITAL's website and/or notifying thereof by email at the email address as provided to MENA CAPITAL. Upon the completion of this procedure Client and MENA CAPITAL shall be legally bound by the modification regardless of whether Client receives the email or not.

MENA CAPITAL may change its services at any time by making changes on its website and shall not be obliged to provide Client any separate notice concerning such change. If Client does not agree on the amendment, Client shall promptly notify MENA CAPITAL in writing and cease to use MENA CAPITAL's services except as necessary to close the account. Client acknowledges that the use of MENA CAPITAL's services after the amendments to this Agreement or modification to the service shall be deemed acceptance.

24. Force Majeure

MENA CAPITAL shall not be held liable in the event of force majeure and emergency situations such as suspension or delay of trading, war or earthquakes, unrest or communication line failure, electricity or equipment or software failure or any other cause beyond the control of the parties whether directly or indirectly or unauthorized access or theft or any problem technical or otherwise, which may prevent Client from entering, cancelling or modifying an order or prevent MENA CAPITAL from acting on an online order or instructions.

If MENA CAPITAL determines that a force majeure event exists, MENA CAPITAL may, in its absolute discretion and without prior notice, at any time take one or more of the following steps: a) Close any or all open contracts at any level that is appropriate b) Suspend or modify the application of all or any of the terms of this Agreement to the extent that the force majeure event makes it impossible or impractical for MENA CAPITAL to comply with the term or terms in question. c) Alter the last time for trading for particular contract. d) Take or omit to take all such other actions as MENA CAPITAL deems to be reasonably appropriate in the circumstances having MENA CAPITAL positions, Client positions and the positions of other clients. In the event of the above events, MENA CAPITAL shall not be liable to the client for any claims, losses, damage, costs and expenses, including lawyers' fees, arising directly or indirectly out of such events.

25. Events Of Default
An event of default shall occur:

a) If Client breaches, repudiates, abuses or defaults in any way, any provision, term and/or condition attachments of this Agreement.
b) If Client fails to provide assurances of performance of its obligations satisfactorily to MENA CAPITAL.
c) If MENA CAPITAL, in its sole discretion, determines that it has sufficient ground(s) for insecurity with respect to the Client's performance of any obligation and immediately after demand.
d) If any proceedings are commenced against Client under any bankruptcy, insolvency relief of debtors or similar law and where Client is a natural person, if Client dies or becomes of unsound mind.
e) Client makes an assignment for the benefits of its creditors.
f) If Client provided inaccurate information to MENA CAPITAL or if information initially correct when provided by Client subsequently becomes incorrect.
g) If Client fails to make any payment or any delivery to MENA CAPITAL on maturity date (including failure to remit margin and collateral necessary to enable MENA CAPITAL to implement its obligations under this Agreement on the first due date).
h) Any event which MENA CAPITAL reasonably considers could result in the continuation of this Agreement causing a violation of any applicable laws, regulations, or good standard of market practice.

Client declares that all balances with MENA CAPITAL whether carried individually or jointly with others are to be considered as a guarantee to MENA CAPITAL to perform Client's obligations hereunder and Client hereby indemnifies MENA CAPITAL against any and all omissions, costs, expenses, losses, fines, claims or obligations undertaken by MENA CAPITAL or third parties directly or caused by any of the previous events. MENA CAPITAL shall have the right to suspend any or any part of its obligations to the Client.

Further, Client hereby acknowledges and agrees that MENA CAPITAL shall have the right to liquidate his/her/its account(s) or use all Client's balances as if the same were pledged to MENA CAPITAL.

26. Settlement

Upon the occurrence of an event of default of any of the provisions of this Agreement, MENA CAPITAL shall have the right, in its sole discretion and without giving Client any additional notice, to forthwith close and liquidate the account, terminate any agreement with Client, sell any or all Client's assets and cancel any pending orders and/or close out any outstanding contracts or other instruments. Client shall no longer be able to access the platform and to initiate orders.

All cash margins shall become immediately payable to MENA CAPITAL who will automatically offset all Client transactions. Any amount remaining after the full recovery by MENA CAPITAL of its rights shall be recovered by Client within 14 working days with effect of termination date. Client shall further be liable to MENA CAPITAL for the amount of all reasonable legal and other professional expenses incurred by MENA CAPITAL in connection or as a consequence of an event of default.

27. No Waiver Or Amendment

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

28. Notices

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by MENA CAPITAL through the sending of any notification to the email address submitted with the Client Agreement by the Client. You may communicate with us in writing, through email or by other electronic means or orally (including by telephone). Our contact details are as follow: Address: **Office 405, Sama Tower, Sheikh Zayed Road, Dubai, United Arab Emirates,** Telephone Number: +971 43 200 801 Email Address: **support@menacapital.ae** You can reach our website at **https://www.menacapital.ae**

29. Recorded Conversations

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and MENA CAPITAL 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 MENA CAPITAL. Client understands that MENA CAPITAL destroys such recordings at regular intervals in accordance with MENA CAPITAL's established business procedures.

30. Indemnification

Client agrees to indemnify and hold MENA CAPITAL, 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 MENA CAPITAL 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 MENA CAPITAL fail to be true and correct.

Client also agrees to pay promptly to MENA CAPITAL all damages, costs and expenses, including attorney's fees, incurred by MENA CAPITAL in the enforcement of any of the provisions of this Agreement and any other agreements between MENA CAPITAL and Client.

31. 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 MENA CAPITAL, shall be governed by the laws of the United Arabic Emirates.

32. Jurisdiction

Any dispute, controversy or claim which may arise out of or in connection with this Policy, or the execution, breach, termination or invalidity thereof, shall be settled by the Commercial Conciliation and Arbitration Center at the Abu Dhabi Chamber of Commerce and Industry in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Abu Dhabi, UAE.

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

In the event the arbitration fails, for whatsoever reason, to hold within six months with effect from the date of the notification of either Party to refer the dispute to the arbitration or the arbitral tribunal fails, for whatsoever reason, to make its award within six months with effect from the date of the appointment of the last arbitrator, either Party has the right to initiate the litigation proceedings at Abu Dhabi jurisdiction courts.

33. Execution Only

a) Execution only: We deal on an execution-only basis and do not advise on the merits of Transactions, or their taxation consequences. b) Own judgment and suitability: In asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction.

You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you. c) Incidental information and investment research: Where we do provide trading information, market commentary or other information: 1. this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice. 2. if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons; 3. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction; 4. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction; 5. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information service. All fees and relevant costs referred to in the Agreement are subject to a Value Added Tax (VAT).

The VAT percentage and its implications are governed by the Gulf Cooperation Council (GCC) common VAT agreement executed on 27/11/2016 and the UAE Federal Decree-Law No. 8 of 2017 on Value Added Tax and the Executive Regulations issued thereto.

34. Complaints

We have internal procedures for handling complaints fairly and promptly in accordance with our Complaints Handling Policy. You may submit a complaint to us by letter, telephone, email, or in person. We will send you a written acknowledgement of your complaint within seven days of receipt of your complaint. Please contact us if you would like further details regarding our complaints procedures.

You may submit a written complaint by addressing it to the Compliance Manager at compliance@menacapital.ae, or by phone on the number listed on our website.

35. Electronic Communications

Subject to Applicable Regulations, in the event that electronic signatures are used in a communication between us, such communication is binding as if it were in writing. Orders or instructions given by you through e-mail or other electronic means will constitute evidence of the Orders or instructions given.

Acceptance of these Terms or other documents done through electronic means such as a tick box on the Website, or acceptance through e-mail or on the Platform shall constitute evidence of your acceptance of these Terms and other documents.

36. Termination

This Agreement including shall continue in effect until termination took effect by any event herein or may be terminated by Client at any time when Client has no obligations held by or owed to MENA CAPITAL, upon the actual receipt by MENA CAPITAL at its office of a written notice of termination, or at any time whatsoever by MENA CAPITAL 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 accounts. I/We have read, understood, and agree to the clauses set out in this Agreement. Where I/we sign in a representative capacity, I/we confirm that I/we have full power and authority to enter into this Agreement.

37. Rights And Remedy

The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Regulations. We are under no obligation to exercise a right or remedy. A failure or delay by us in exercising our rights under these Terms or otherwise is not a waiver of such right or remedy. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

38. Client Classification

In accordance with CMA Rule Book, the Company is required to classify Clients to Professional, Counterparty, or Ordinary investors. We may request certain information from you as part of our client classification process and we will inform you of your classification once we have completed this process. We require annual declarations from you that your classification data has not changed. You are required to update us if there is a change in such data for any reason at any time.

We will categorize and treat you as either a Professional Investor or a Counterparty only if you are eligible to be categorized as such. You may only be classified into one category. If you are not eligible to be categorized as a Professional Investor or Counterparty, we will categorize you as an Ordinary Investor. If we have classified you as a Professional Client or Counterparty, you may request us to classify you as an Ordinary Investor as an exception.

If you have been classified as a Professional Investor, you must notify us as soon as reasonably practicable if you fail to meet the conditions of a Professional Investor set out in the CMA Rulebook.

If we categorize you as a Professional Investor or Counterparty, you understand that there are relevant protections that are applicable to Ordinary Investors that we would no longer be required to provide pursuant to Applicable Regulations.

39. Dormant Account

The Company is committed to the following: a. Transferring the client's account to dormant account if a period of (3) Gregorian years - (36) thirty-six months has passed - without any transaction or updating of the data.

b. notifying the client - according to the last known address to him - after the lapse of (3) years without carrying out any transactions through his account or updating the data completely and correctly of the need to update his data with the licensed body or deal with his account within (30) days from the date of the notice. c. Include in the client's notice the procedures and effects that will arise as a result of his failure to comply with what is required within the specified period, as described later.

d. Notify by one of the means agreed upon in the agreement concluded with the client, and in the event such notice is not possible by any of those means, the client may be notified by one of the available legal means.

40. Online Trading Agreement
The two parties agreed as follows:

Preamble: Comprises the preamble, definitions & provisions as follows:

Introduction: MENA CAPITAL offers on-line trading services which enables the customers to inquire about transactions and rates in financial Markets, negotiations for sale & buy. Therefore, please read the terms & conditions carefully, as they are binding for both parties.
Definitions: The words and phrases mentioned below carry the same meanings mentioned in front of each unless otherwise construed as per the context.
The Company: means MENA CAPITAL FINANCIAL MARKETS L.L.C. or any of its branches.
The customer: Any natural person or corporate body concluded this contract with MENA CAPITAL. For this service, by filling the application forms specified for the service mentioned before, and acceptance of the terms & conditions herein with the company's approval.
The account: The account in the name of the customer for his service supply.
Personal Computer (PC): Computer used by the customer.
The Service: This service is a system used by the company so as to enable the client to enter the orders relating to the direct purchase or sale of financial products via the "internet" as soon as the system receives the order. It will start checking the possibility of the performance thereof and passing it automatically to the e-dealing system applicable in the market, The system allows access to all transactions and cash account and positions for the client for different periods.
General Provisions: Whereas, "the service" is proffered through PC & Telecoms owned by the customer "Internet" – and the two parties are desirous to regulate the system of service – it has been agreed from both parties on the following terms & conditions:
Article 1: The preamble is deemed to be an integral part of the contract and read with it.
Article 2: The customer's approval on this agreement clarifies his full knowledge of Financial Products trading field.
Article 3: Usage of the "service" by the customer secures that the customer assumes all the articles specified in this contract.
Article 4: The customer shall solely assume all risks caused from the service – the contract subject – unless that is resulting from company's omission.
Article 5: The Company undertakes to supply the "service" for the customer who shall be responsible to provide and maintain the items and expenses & charges for operation. The company shall not be liable for any defects in programming used by the customer or in case the customer uses any additional device or programs causing hazards for the safety and efficiency of the "service" – or any virus in the PC of the customer which reveals the important personal data of the customer which shall be borne by the customer.
Article 6: The client shall have access to detailed information about the "service" and on a regular basis and follow those instructions carefully, through the company website.
Article 7: The company has the right to stop the "service" from the customer at any time and for any duration without prior notice or stating the reason.
Article 8: In case the customer discovers any wrong operation registered in his account through the service, then the customer should inform the "company" within 24 hours provided, he should avail the "company" with his name, account No. & No. of ref. The

company verifies the matter whether the error is from the customer's side or not. The company informs the customer of the result at the earliest.

Article 9: The company supplies the customer with the user's name and the password at the 1st access to the service by email. The customer is obligated to change the password before using the services and the user assumes his full responsibility to protect the user's name and password and any other information provided by the company as per his declaration in this agreement.

Article 10: The customer makes all precautions to prevent fraudulent usage for the user's code & the password.

Article 11: The "customer" fully understands that the user code and the password identify the customer. Therefore, any operations through the user code & the password are deemed to be executed by the customer. The company considers the user to the customer who is solely responsible for all operations and orders in his accounts executed through the service using his identification and deemed to be explicit approval of operations & orders.

Article 12: If the customer doubts that someone manipulating its accounts through service or that the user name & password has been vulnerable to detection by another team, the customer shall inform the company as soon as possible in writing to notify the company about the incident. Client remains responsible on all transactions resulted from using his user name & password till end of day of company receiving the notification.

Article 13: The Company shall have the right to reject any application for supplying the service at its discretion.

Article 14: The customer authorizes the company to act according to his instructions through the service.

Article 15: The customer undertakes that all transactions made through the service mentioned are subject to restrictions by the company without prejudice for the terms & conditions, and the company reserves the right to revoke any operation, and make any settlements required in the account/accounts affected.

Article 16: The registers, records, documents & other documents of the company related to the transactions are deemed to be reliable conclusiveness in settlement of disputes concerning the figures, transactions, details, expenses & charges, documents, instructions or any other disputes arising between the company and the customer.

Article 17: Company provides e-trade software to the client free of charge. In case of any fees amendment, client shall be notified.

Article 18: The company is not liable for any damage, loss, costs or charges whatsoever, incurred by the customer as a result of violation of terms & conditions.

Article 19: The customer admits he has been notified by the company about the restrictions of technology at present, on using the service. The provision of service depends on applications & restrictions of technology, the company is not liable for failure for using the service for any reason by the customer.

Article 20: The customer hereby declares and admits that he shall have no right related to any programs or codes of computer programming or specifications or technology or information provided by the company to the customer, moreover, the customer shall have no right for intellectual property or right of publication for the above mentioned.

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Article 21: The customer undertakes he shall not copy or amend the programs or pages, or documents provided by the company or transfer any programs to another computer.
Article 22: Both the customer and the company may cancel subscribing in the service and the customer can do that against written application. The company can cancel the customer's subscription at any time by notice without any liabilities towards the company.
Article 23: The Company is not liable for any faults or damage resulting from delay or non-availability of instructions comprising: - Non-availability of sufficient balance to execute instructions - Non-availability of sufficient instructions for executing the process - Non-compliance of instructions mentioned or no clarity for customer information. - Delay or technical failure in the company or related other sources not resulting from omission or piracy.
Article 24: The customer perceives that the entered feeding to the system may not be processed instantly – any delay should be incurred by the customer.
Article 25: The customer agrees that delay in processing should not be borne by the company due to rapid change in rates.
Article 26: The company and its staff are not responsible in all cases, other than omission, for any direct or indirect damage or force majeure causing losses due to failure in telecom, performance, technical errors, breakdown, delay in processing or virus.
Article 27: These terms & conditions are subject to related terms & conditions and agreements already concluded by the customer or may be concluded by him later on.
Article 28: Entering the user code and the password are deemed to full approval of the terms & conditions above.
Article 29: The company shall have the right to change the terms & conditions after written/electronic/verbal notice – the amendment is deemed to be valid unless the company receives written objection from the customer within seven days from the date of notice to the customer. The company shall have the right to change the programming used in the service without informing the customer.
Article 30: The company is hereby authorized by the customer to accept and act according to electronic instructions available in the service, as well as to deduct or to add in the account(s) of transactions made through the service.
Article 31: The client acknowledges that he is aware of all the laws and instructions of the Capital Market Authority (CMA), and all relevant Financial Exchanges regarding entering and amending buy and sell orders, and all other laws and instructions and its amendments regulating trading and operations in the financial markets, and the client acknowledges that he bears all responsibility and violations that may be committed or occur to the company as a result of his non-compliance with these laws and instructions.
Article 32: This agreement & all documents attached are construed and governed by local laws & federal laws within effect in the country. Both parties duly agree on the jurisdiction of Abu Dhabi courts in case of disputes or claims or legal procedures arising or related to this agreement.
Article 33: All fees and relevant costs referred to in the Agreement are subject to a Value Added Tax (VAT). The VAT percentage and its implications are governed by the Gulf Cooperation Council (GCC) common VAT agreement executed on 27/11/2016 and the UAE Federal Decree-Law No. 8 of 2017 on Value Added Tax and the Executive Regulations issued thereto.