



## Prime Emirates Securities Brokerage

### Trading Securities Account Opening Form Terms & Conditions

Clients Name : .....

Account Number : .....

Account Officer : .....

Referred by : .....

P.O.Box : 60355 , Abu Dhabi , U.A.E

Tel :02 6910800 , Fax: 02 6670907

[www.primeemirates.ae](http://www.primeemirates.ae)

## Definitions

Law	:	Federal Law No. 4 of 2000 regarding Emirates Securities and Commodities Authority.
State	:	State of United Arab Emirates.
Authority	:	Emirates Securities and Commodities Authority established pursuant to the Authority Law
Market	:	Securities purchase, sale, settlement, transfer market along with services of registration and record in accordance with the Market's system (Abu Dhabi Securities Market – Dubai Financial Market).
Securities	:	Shares and debentures issued by the companies, approved by the Authority, listed and traded within the Market
Regulations	:	Regulations related to Abu Dhabi Securities Market – Dubai Financial Market as determined by the Board of Directors from time to time.
Broker	:	The juridical person authorized in accordance with the Law provisions, registered in the brokers register to carry out brokerage activity within the market.
Clearance	:	The body dealing with the settlement and clearance operations.
Trading	:	Securities dealing operations inside the trading floor of the market.
Broker Office	:	The part allocated by the market to the broker inside the trading floor or any other place outside the trading floor by virtue of the Authority and the Market Management approval.
Market Controller	:	The authorized person by the market management to control the circulation movement.
Customer	:	Any person dealing with securities in his name and in his favor.



## Terms of the Agreement

On this \_\_\_\_\_ corresponding to \_\_\_/ \_\_\_/ \_\_\_\_\_

It has been agreed by and between :

First :

M/s Prime Emirates L.L.C.

SCA License No.:

Head Office located in

Represented herein by

In his capacity as

Hereinafter called the “ Company “ or the “ First Party “

Second:

Mr. or M/s \_\_\_\_\_ Nationality \_\_\_\_\_

Address \_\_\_\_\_

Passport No. \_\_\_\_\_ Family Entry \_\_\_\_\_

Hereinafter called the “ Customer “ or the “ Second Party “ .

### Preamble

Whereas the First Party is authorized to practice securities brokerage activity, Whereas the Customer - the Second Party - wish to deal in securities and commodities through the First Party, and wishes to use the added services provided by the First Party in terms of investment researches and studies, coupons collection, shares registration, payment of due installments thereof, and securitization, and Whereas both parties confirmed their legal capacity and ability to conclude this Agreement,

Therefore, it has been agreed as follows:

### Article I

The above preamble and the personal and additional information mentioned in the enclosed forms (Client Account Opening Form) are deemed an integral part of this Agreement.

### Article 2

#### Engagements, Obligations and Acknowledgments of the Customer

I - The Customer shall issue securities dealing orders to the First Party whether by fax or by hand. The same could be received by phone or email and recorded by the First Party on the recording telephony system approved by the Authority to receive orders by phone or by email. The procedures of which shall be determined in the addendum ( I ) of this Agreement .



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2 - The Customer shall abide by the order whenever issued by him or by whoever is authorized to represent him until the expiry of the order's validity or notify the First Party to cancel the same before the execution thereof. In the event of a dispute between the parties, the First Party shall have the right to use securities dealing orders and all the Second Party correspondences kept within the First Party and the Second Party recorded phone conversations as evidences to discharge the First Party .

3 - The customer shall undertake to pay the order operations value along with sale and purchase commissions besides other charges and expenses. The First Party shall deduct the said expenses from the Second Party account without his prior consent .

4 - In case of the Second Party failure carrying out any of his obligations hereof, he shall indemnify the First Party in return for all moral and financial damages resulting from the same on the basis of the costs incurred by the First Party. Furthermore, he shall pay penalties collected by the market against the delay of the Second Party in paying up the securities cash value or handing over the executed securities . The First Party shall have the right to block the Second Party funds in the market within a Suspense Account until the sale, at the market price, of a part or all of the Second Party securities up to the limit covering his debit overdraft balance. In the event the securities value purchased for the Second Party still unsettled within two days as from the date of the execution advice, the Second Party shall be notified a written warning clarifying that if his dues are not paid within two working days, the same shall be deemed as an authorization from his side to the First Party to sell the securities the unsettled quantity. In the event the sold securities' outcome is not sufficient to cover the debit account, the First Party shall have the right to recourse to the Second Party regarding the limit of the debit account balance whether the recourse to the Second Party is due to the lack of cash balance or issue of a check with no sufficient funds at the bank.

5 - The First Party reserves the right to accept the instructions issued by the Second Party whether the Second Party has added or not a part of the amounts due by him to the First Party.

6 - The Second Party shall immediately notify the First Party (the Broker) in writing within 24 hours in the following cases:-

A - Non- receipt of the transaction confirmation executed by the first party on the behalf of the second party based on latter instructions

B - if the transaction conformation was different and/or not complying to the second party instruction to the first party.

7 - The non-objection of the Second Party regarding the execution advices sent to him by the First Party within at most two working days as of the date of receiving thereof, the same shall be considered as a final acceptance of the advice. In addition, the Second Party shall consent any operation carried out in any of the following cases, and shall not have the right to express any subsequent objection :

- Issue of an order from the Second Party in accordance with the Method of Instructions mentioned in Clause 2, Article (1) hereof.

- Attestation of the invoice by the Second Party (or his representative by virtue of a power of attorney or a legal document).



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- Attestation by the Second Party (or his representative by virtue of a power of attorney or a legal document) of the Statement of Account including details of the transactions and the related debited and credited amounts in the account.

8 - The Second Party shall immediately notify the First Party (the Broker) in writing about any changes occurring in any his personal data mentioned in this Agreement.

9 - The Customer shall acknowledge that the documents submitted by him to the First Party are genuine and under his responsibility. In addition, he shall undertake to submit the originals thereof whenever requested.

10 - If the Second Party is a Director or an employee of a company listed and traded in UAE Market, he shall not exploit any internal information, release any rumors, or disclose any information not previously disclosed to the Authority and the Securities Market or any other body in such manner affecting the price of the said company with the intention to purchase and /or sell in his favor or for one of his first degree relatives.

11 - If the Second Party or any of his first degree relatives is a Director or an employee of a company listed and traded in UAE Market and wishes to deal with the said company, he shall undertake to inform the First Party, the management of the listed Company or the regulatory bodies prior issuing the execution order.

12 - The Second Party shall not have the right to issue any instructions to the First Party regarding any securities whereby the execution and the trading of which might lead to a breach of the Memorandum of Association and the Articles of Association of the Company which issued the said securities, or the provisions of the law. The Second Party shall indemnify the First Party against any claims, damages, or losses incurred by the First Party as a result of the Second Party breach of the provisions provided for in this article.

### Article 3

#### Engagements and Obligations of the First Party

1 - The First Party shall undertake to deal with securities in the name of the Second Party in accordance with the provisions of the Federal Law No. (4) Of 2000 and the Executive Resolutions thereof.

2 - The First Party shall notify the Second Party in writing – or any other agreed means – regarding the execution of his sale or purchase order within the 24 hours as of the date of the order execution.

3 - The First Party shall make endeavors to keep confidential all information and documents of the Second Party. He also undertakes to avoid conflict of interest in executing any of the Second Party orders. In addition, the First Party shall not disclose the Second Party confidential data except for the capital market authority or the securities market or the Competent Judicial Authorities. Such shall be considered as an authorization to the First Party in this connection.



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4 - The First Party shall his best endeavors to fulfill the execution of the Second Party orders taking into consideration the market conditions. In the event he is unable to execute all the quantity determined by the order, the Second Party shall not have the right to refuse the quantity executed in his favor - unless otherwise provided in the said order.

5 - The Second Party shall have the right to change any instructions or orders as long as it is not executed. The Second Party shall inform the First Party on the said changes according to agreed method provided for in Clause 1, Article 2.

6 - The First Party shall send to the Second Party a Statement of Account once every three months at least. The same should be sent by mail or keep the same according to the agreed method. The Statement shall include all transactions carried out in the name of the Second Party within the market. If no-objection by the Second Party regarding the Statements of Account forwarded to him within 15 days as from the date of receipt shall be deemed as a final acceptance to the contents.

#### Article 4

##### Duration of the Agreement

The present Agreement is valid for one year as from the date of the signature thereof and shall be automatically renewed for similar periods. Any party shall have the right to terminate the same at any time upon a 15 days written notice prior the termination date provided that all pending matters are settled within one week as of the notice date . Each Party shall have the right to terminate the Agreement immediately if the other Party breaches any of the provisions hereof provided that all pending matters are settled.

#### Article 5

##### General Conditions

1 - Any advice upon the First Party recommendation on the basis of the available information with the intention to serve the Second Party interest shall not be considered as a guarantee of the security value and its further performance as the prices fluctuations could lead to a profit or a loss in which the First Party bears no responsibility. Furthermore, he is not responsible for operations cancelled by the Market Management or the Securities and Commodities Authority.

2 - The Second Party shall acknowledge that he is the principal owner and the sole beneficiary of the opened account and that the origins of all his funds are legitimate. In addition the Second Party shall provide the First Party with any requested additional information allowing the determination of the invested funds origin.

3 - The present Agreement is subject to the provisions of the laws resolutions and regulations enforceable in UAE and the Emirates of Abu Dhabi and Dubai.

4 - The present Agreement shall not be altered unless upon a writing deed signed by both parties. Any notices served or handed over in the above-mentioned addresses shall be deemed genuine with force and effect.

## Article 6 Disputes Settlement

Any disputes or conflicts between the parties regarding the construction, execution and termination of the Agreement hereof shall be referred to the UAE competent Courts.

## Article 7 Fees and Commissions

- The second Party shall bear the execution commission in addition to Securities and commodities Authority, clearance, and the securities market fees or any other charges resulting from the securities trading within the UAE market

- Fees and commissions are considered as a part of the conditions hereof. The First Party shall have the right at any time to alter the commissions and expenses in accordance with the instructions issued by the Securities and Commodities Authority without prior notice to the Second Party.

- The second party shall bear Expenses related to the collection of his checks drawn on banks and discounted upon his approval, or the transfer expenses from the Second Party account with the First Party according to his instructions along with administrative costs related to the Second Party account.

## Article 8 Copies of the Agreement

The present Agreement has been made in two copies each one shall be kept with each party to act accordingly.

First Party “ the Company “

Second Party “ the Customer ”

## Account Opening Form “Customer’s Acquaintance”

Does the customer deal with the Securities Market through another company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is the level of the customer’s knowledge regarding the Securities investment activity?	<input type="checkbox"/> Very simple <input type="checkbox"/> Very good	<input type="checkbox"/> Essential <input type="checkbox"/> Expert investor
What is the investment objective of the customer?	<input type="checkbox"/> Periodical return <input type="checkbox"/> Long-term capital profits	<input type="checkbox"/> Short - term capital profits (speculation)
Does the customer face new difficulties in adding new investments in his investment portfolio?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the customer lies on his investments to cover his cost of living?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What is Expected Deadline to achieve the customer’s investment objective?	<input type="checkbox"/> Zero- 3years <input type="checkbox"/> Medium (5-10years)	<input type="checkbox"/> Short term (3-5 years) <input type="checkbox"/> Long term (10years and more)
What is the extent of the customer’s acceptance regarding the securities prices within the market ?	<input type="checkbox"/> Never <input type="checkbox"/> Considerably	<input type="checkbox"/> Reasonably <input type="checkbox"/> Absolutely
Does the customer have other resources to face unexpected costs living ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you expect an increase if his annual returns during the coming up five years ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of customer’s family members ? For the natural person only	<input type="checkbox"/> Zero <input type="checkbox"/> 3-4 members	<input type="checkbox"/> 1-3 members <input type="checkbox"/> 5 members and more
What is the portfolio volume Expected to be constituted during the schedule achieving the investment objectives of the customer ?		
Signature of the customer		
Signature of the person authorized to deal with the account (1)		Date:
Signature of the person authorized to deal with the account (2)		Date:



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Prime Emirates LL.C  
Securities Brokerage

Member Of Prime Group

برايم الإمارات ذ.م.م  
للموساطة في الأوراق المالية

### Detailed Information

#### First: personal Data Individual Account

Name of the Customer

Civil Status No. ( Nationals)      Passport No.      Diving License No.

Residence No. ( Expatriates )      Date of Birth      Nationality

Home Address      Emirate      State

PO Box      Post Code

Tel      Mobile      Mobile

Profession      Occupation      Name of the company

Office Address      Emirate      State

Tel. ( Office )      Fax

Email :

#### Second : Data of the Representative ( Proxy )/ Executor

Name of the Proxy/ Executor

Civil Status No. ( Nationals )      Passport No.      Diving License No

Residence No. ( Expatriates )      Date of Birth      Nationality

Home Address      Emirate      State

PO Box      Post Code

Tel      Mobile      Mobile

Profession      Occupation      Name of the company

Office Address      Emirate      State

Tel .(Office)      Fax

Email      Validity of the Authorization  
( As Per the attached power of Attorney )

Limits of the Authorization       Issue of of securities  
dealing orders only       Reception and handing  
Over securities and fund

Signature of the customer

Signature of the Proxy / Executor

Signature of the operation Manager

Signature of the Account Manager

Signature of the Compliance Manager



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Third : Common Account Data			
Name of the Customer			
Civil Status No. ( Nationals )	Pass No.	Driving License No.	
Residence No. ( Expatriates )	Date of Birth	Nationality	
Home Address	Emirates	State	
PO Box	Post Code		
Tel	Mobile	Mobile	
Profession	Occupation	Name of the company	
Office Address	Emirates	State	
PO Box	Post Code		
Tel. ( Office )	Fax		
E-mail			
Common Account			
Name of the Customer			
Civil Status No. ( Nationals )	Passport No.	Driving License No.	
Residence No. ( Expatriates )	Date of Birth	Nationality	
Home Address	Emirate	State	
PO Box	Post Code		
Tel:	Mobile	Mobile	
Profession	Occupation	Name of the company	
Office Address	Emirate	State	
PO Box	Post Code		
Tel. ( Office )	Fax		
E-mail			
Account Operation Method	<input type="checkbox"/> Collectively	<input type="checkbox"/> Solely	<input type="checkbox"/> Authorized
Limits of the Common Account	<input type="checkbox"/> Issue of securities Dealing orders only		<input type="checkbox"/> Reception and hand over securities and funds
Fourth : In Case of a Company			
No. Commercial Register / Chamber of Commerce and Industry		Trade Name	
Date of Validity Expiry		Commercial License No.	
Name of the Authorized person ( Board of Director's Decision )		Occupation	
Passport No.		Home Address	
Mobile		Fax	
PO Box		Address of the Company	
Office Tel.		Emirate	
E-mail			
Signature of the Customer (1)		Signature of the Customer (2)	
Signature of the Authorized Person		Signature of the Operation Manager	
Signature of the Account Manager		Signature of the compliance manager	



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I the second party employed by a company the shares of which are listed in the UAE Securities Market?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of the First party / _____ Occupation / _____		

I the second party employed by a company practicing securities brokerage within UAE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of the First party / _____ Occupation / _____		

Method of instructions				
<input type="checkbox"/> Telephone	<input type="checkbox"/> Fax	<input type="checkbox"/> Mail	<input type="checkbox"/> Hand	<input type="checkbox"/> Any of the previous methods
Method to inform the customer				
<input type="checkbox"/> Telephone	<input type="checkbox"/> Fax	<input type="checkbox"/> Mail	<input type="checkbox"/> Hand	<input type="checkbox"/> Any of the previous methods
Statement of Account Forwarding				
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly	<input type="checkbox"/> keep within the first party	

Required Documents	Individual/ national	foreigner	corp. Body
Copy of the family entry	<input type="checkbox"/>		<input type="checkbox"/>
Copy of the passport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the driving license/Labor card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the Authorized and the trusteeship instruments attested by a Notary Public	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of the First Party Commercial License, the Commercial Register and the Chamber of Commerce and Industry			<input type="checkbox"/>
Copy of the First Board of Directors entitling whoever is authorized to operate the Account of the First Party			<input type="checkbox"/>



Client / specimen signature form

Clients name .....  
Authorized Name.....  
Account # .....  
Date Open Account #.....

Sample Of Signature .....

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Dubai Financial Market .....

Investor No. ....

Abu Dhabi Securities.....

Investor No. ....