

**Customer Details**

**بيانات العميل**

Name: ..... الإسم:  
Client ID: ..... رقم العميل:  
User ID: ..... رمز المستخدم:

P.O. Box :	ص.ب:	Emirate:	الإمارة:
City :	المدينة:	Country:	الدولة:
Tel. (Business):	هاتف (عمل):	Tel. (Residence):	هاتف (منزل):
Fax:	فاكس:	Mobile:	هاتف (متحرك):
E-mail:			البريد الإلكتروني:

I / We the undersigned hereby authorize EIFB to transmit my password to my Address or my E-mail as given above.  
I / We confirm the above information given is true and complete.  
I / We further confirm that I / We have received, read and understood the terms and conditions of EIFB and agree to be bound by them.

أنا/ نحن الموقعين أدناه أفوض / نفوض شركة الإمارات الإسلامية للوساطة المالية بإرسال رمز التعريف السري إلى عنواني أو عنوان البريد الإلكتروني المبينين أعلاه.  
أؤكد / نؤكد أن جميع المعلومات المبينة أعلاه صحيحة و دقيقة.  
كما أوافق / نوافق على الالتزام بشروط و أحكام الإمارات الإسلامية للوساطة المالية و التي قرأتها / قرأناها / فهمنا محتواها

Name of Investor: ..... اسم المستثمر:

Signature: ..... التوقيع:

Name of Joint Investor /Proxy: ..... اسم المستثمر الثاني/الوكيل(إن وجد):

Signature: ..... التوقيع:

Date: ..... التاريخ:

**For Official Use Only**

Created By: ..... Approved By:.....

Date: ..... / ..... / .....

Password Delivery Method: ..... Date: ..... / ..... / .....

## TERMS AND CONDITIONS

**Provision of "Tadawul ' Service by "Emirates Islamic Financial Brokerage" for execution of local shares trading transactions in approved Financial Markets in the UAE via the Internet is subject to the following terms and conditions (the "Terms and Conditions"):**

In these Terms and Conditions:

- **"Broker"**: means Emirates Islamic Financial Brokerage (EIFB)
  - **"Bank" /"EIB"** : means Emirates Islamic Bank
  - **"Client"** or **"User"**: means any natural or corporate person, or their authorized representative, who opens an account under the Client name with the Broker for local share trading purposes and subscribes to "Tadawul" Service.
  - **"List of Approved Securities"**: means a list of securities approved by the Shari'a Supervisory Board of EIFB for trading / dealing in the market and is subject to continuous review and subsequent revision, without prior notice.
  - **"Shari'a Supervisory Board"**: means a body appointed by the shareholders of EIFB.
  - **"BankNet"**: means the online banking services provided by Emirates Bank Group to carry out banking transactions via the internet.
  - **"Service"**: means " Tadawul " Service for execution of local shares trading transactions via the Internet.
1. Local shares trading transactions via the Internet shall only include those services the Broker shall determine, from time to time, in its sole discretion, to be covered by the Service. The Service does not constitute an offer for, or solicitation to, the Client to subscribe to any of the investment services provided by the Broker.
  2. The Client hereby authorizes the Broker to accept and act upon electronic instructions submitted via the Internet and to respond to any Client inquiries so received.
  3. The Broker will charge the Client the agreed fees (in consideration for subscription, availability and utilization of the Service) as the Broker may prescribe from time to time. The Broker reserves the right to revise the fees at anytime immediately after notification, and the Client hereby authorizes the Broker to charge the revised fees to any of the Client accounts held with the Bank.
  4. The Broker reserves the right, on reasonable grounds, to refuse to provide the Service to a Client, and/or to refuse to act upon or respond to any Client's instructions or queries received via the Internet.
  5. The Client acknowledges that any equipment made available by the Broker to the Client is and shall remain the exclusive property of the Broker. The Client agrees and undertakes to return such equipment to the Broker immediately on demand in their original "as received" condition.
  6. The Client authorizes the Broker to send Service related advices, notices and/or correspondence in the manner the Broker deems fit. The Client shall be responsible for the confidentiality of all Broker generated Client advices, notices and correspondence.
  7. The Client acknowledges that any software and associated technical documentation made available to it by the Broker is licensed to the Client on a non-exclusive, non-transferable basis, only for the duration and for the sole purposes of the Service. The Client further warrants that it shall not copy reproduce or amend any software, pages or documents provided by the Broker, and that it shall

not download or divert the Service software from any computer or electronic device to any other computer or electronic device.

8. The Client acknowledges and agrees that the Broker does not accept any liability for failure to execute an order within a specified time.
9. The Broker reserves the right, on reasonable grounds, to refuse to execute any transaction, and shall not incur any liability to the Client by reason of such refusal.
10. Any costs incurred towards Internet usage to logon to the Service shall be for the Client's exclusive account.
11. The Client acknowledges and agrees that the Broker has advised it, and that the Client has taken note, of the current technology restrictions and limitations, and of the limitations and restrictions of any approved Financial Market in the UAE Service utilization; and that the Service availability depends on technology applications and level of compliance with the restrictions on Service utilization. Accordingly the Broker shall not incur any liability to the Client as a result of any interruption of the Service and/or the Client's inability to use the Service, for any reason whatsoever.
12. The Client further acknowledges and agrees that the Broker does not guarantee that the provision of the Service will be uninterrupted or error-free or that all errors will be corrected.
13. The Client shall keep strictly confidential the Client's unique USER ID and Password(s), and undertakes to never disclose such USER ID or password to any third party including employees of the Broker. Accordingly, the Broker does not accept liability for any claim or loss resulting from disclosure of the Client's User Id or Password or transactions registered in the Client's account that are not performed by the Client. If the Client suspects that any person has knowledge of the Client's Password(s), the Client must immediately notify the Broker by telephone, and confirm such notification in writing within 24 hours. The Client will be solely responsible for all instructions and inquiries actually made or which may be made until the Broker receives written confirmation, and acknowledges receipt, of such notification.
14. The Client recognizes that the Broker and/or the Bank are the rightful registered owners of the trademarks EIFB, EIB, Tadawul service and of such other trademarks of the Broker and/or the Bank, and that any right which may be created by the use of the Service and/or the Trademarks belongs exclusively to the Broker and/or the Bank, which shall solely and exclusively benefit from any and all goodwill arising from the use of the Service or the Trademarks by the Client. For the purposes hereof, "Trademarks" shall mean the trade name and trademark EIFB, EIB, Tadawul service and any other trademark, trade name, sign, logo or other intellectual property right of the Broker and/or the Bank.
15. The Client may, upon written notice to the Broker, terminate the subscription to the Service, such termination to become effective upon receipt by the Broker of the Client's written notice. The Broker may, at any time, notify the Client of the termination of the Service with immediate effect, without incurring any liability to the Client on account of such termination.
16. The Broker does not accept liability for any losses, damages, costs or expenses incurred or sustained by the Client as a result of the Client's breach of any of these Terms and Conditions.
17. The Broker does not accept liability for any errors, loss or damage resulting from delayed or failed instructions, including:
  - a. Insufficient balance in the Clients' bank account or account with the Broker to permit execution of the instructions;
  - b. Insufficient instructions to execute a transaction;
  - c. Failure to comply with the Broker's instructions or guidance, or in the event of unclear or incomplete Client instructions;
  - d. Delay or any technical fault of the Broker or any external agency with which the Broker does business;

- e. Disruptions to the Service caused by any reason beyond the Broker's control, or a Force Majeure event, including the unavailability of power supply, electricity, Internet connections, or any similar causes.
18. Failure or delay by the Broker to exercise any rights or remedy under these Terms and Conditions shall not operate as a waiver of such right or remedy, nor will any partial exercise of any right or remedy preclude any subsequent exercise of such right or remedy fully. Rights and remedies provided herein are supplementary and additional to any other rights or remedies provided under the applicable law.
  19. The Broker or the Bank or employees of both these companies shall not be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the service, logon to the site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, ;unless such damage, losses and expenses are caused by the gross negligence, default or willful misconduct of the Broker, the Bank or their respective employees.
  20. The Client agrees that the trading in securities at EIFB is restricted only to the List of Approved Securities and the system is geared to block and decline any order outside that approved list. However, without any prejudice, if the system allows any order for securities which, if executed or settled, may lead to a breach of the provisions of the Memorandum and Articles of Association of the company issuing the said Securities or the provisions of the law or the Regulations or outside the List of approved Securities, the Client indemnifies the Broker against any claims, damages or losses the Broker may incur as a result of the Client's breach of the content of this Article.
  21. The Broker reserves the right to alter these Terms and Conditions at anytime, but will notify the Client of any alternation in advance of the effective date. Continued utilization of the Service by the Client constitutes acceptance and agreement of such alterations.
  22. The Client hereby agrees to indemnify and hold the Broker and/or the Bank, and their respective directors, officers, employees or agents free and harmless from or against all losses, damages, costs, claims, expenses (including legal costs) incurred or suffered by the Broker, the Bank or their respective employees by reason of negligence, default or willful misconduct of the Client or his breach of the Terms and Conditions.
  23. The Client further agrees to reimburse the Broker and/or the Bank any costs, expenses or other losses incurred by the Broker as a direct result of the Client's non-compliance with these Terms and Conditions, or as a result of fraud, negligence or any failure on the part of the Client and/or its authorized representatives
  24. The Client shall indemnify and hold the Broker and/or the Bank harmless against any and all claims that may arise in connection with the improper use of the Trademarks by the Client, or in a manner inconsistent with the purposes and effects of these Terms and Conditions.
  25. These Terms and Conditions are supplementary to, and shall be governed by, any related terms, conditions and/or agreements executed by the Client, present or in the future with the Broker or with the Bank.
  26. This agreement, along with all documents attached hereto, shall be governed by and construed in accordance with the local and Federal laws applicable in UAE and the Regulations to the extent that these do not contradict Islamic Shari'a as interpreted by the Shari's Supervisory Board. The parties agree that any dispute arises between them in relation to trading in authorized securities, shall be referred to the jurisdiction in accordance with the regulation issued by the Securities and Commodities Authority. Any other dispute not relating to trading shall be referred to the non-exclusive jurisdiction of the UAE courts without prejudice to the right of the Broker to initiate legal action against the Client before any other Court of law in whose jurisdiction the Client is domiciled or maintains assets.