

FINANCIAL SERVICES PROVIDED BY FFA GROUP

This AGREEMENT OF FINANCIAL SERVICES PROVIDED BY OTHER MEMBERS OF FFA GROUP (the “Service Agreement”) governs all investment business and financial services (“the Services”) by which FFA Group and/or other members of FFA Group offers and/or provide to you. These services are distinct from any other services you may receive from FFA (Dubai) Limited.

The Service Agreement contains legally binding terms of business and so it is in your interest to read it carefully. The Service Agreement is different from the TERMS OF BUSINESS AGREEMENT that governs all investment business and financial services to which FFA (Dubai) Limited will provide to its Clients. If there is anything in this Agreement that you do not understand please contact us as soon as possible.

1. Interpretation

In this Service Agreement the following terms shall have the following meaning assigned to them here below:

“**FFA**”, “**We**”, “**us**” or “**ourselves**” means FFA (Dubai) Limited, a Company that is limited by shares, a wholly owned subsidiary of FFA Private Bank S.A.L, formed and registered under the Laws of the Dubai International Financial Center (“DIFC”) and regulated by the Dubai Financial Services Authority (“DFSA”), under a DIFC license number CL0269 and having its registered office at the Dubai International Financial Center, Precinct Building 5, Level 4, office # 410, PO Box 506567, Dubai, UAE, Tel:+97143637470, Fax: +97143637471, www.ffadubai.com, its owners, successors, subsidiaries, correspondents, affiliates, agents, sub-contractors, associates or employees.

“**FFA Group**” means FFA Private Bank s.a.l., a non-DIFC Entity, a specialized bank registered in the Beirut commercial register under number 70256, regulated by the Central Bank of Lebanon (“BDL”), and listed on the Banks’ List under number /129/, and having its registered offices at One FFA Gate, Marfaa 128 Building, Foch Street, Beirut, Central District, PO Box 90-1283, Beirut, Lebanon, Tel: +961 1 985 195, Fax: + 961 1 985 193, www.ffaprivatebank.com), its successors, subsidiaries, affiliates or employees.

“**Personal Data**” means any non-public personal information collected directly from the Data Subject including but not limited to full name, date & place of birth, license details, entity structure and activities, nationality, address, contact details, social security number, passport copies, evidence of address, employment details and financial information such as assets, source of funds and wealth, income information, portfolio and accounts.

2. Scope of Financial Services Provided in and from the DIFC

2.1. In the Terms of Business Agreement the Client understands that the role of FFA (Dubai) Limited is providing the following financial services (the Services) to Professional Clients in accordance with the Dubai Financial Services Authority (“DFSA”) rules and regulations:

1. Advising on Financial Products with respect to Certificates, Debentures, Futures, Options, Shares, Structured Products, Units, Warrants
2. Arranging Deals in Investments with respect to Certificates, Debentures, Futures, Options, Shares, Structured Products, Units, Warrants
3. Arranging Custody with respect to Certificates, Debentures, Futures, Options, Shares, Structured Products, Units, Warrants
4. Dealing in Investments as Principal (limited to deals undertaken on a Matched Principal basis only) with respect to Shares, Debentures, Warrants, Certificates, Options, Units, Futures, Structured Products
5. Dealing in Investments As Agent with respect to Shares, Debentures, Warrants, Certificates, Options, Units, Futures, Structured Products
6. Providing Custody with respect to Shares, Debentures, Warrants, Certificates, Options, Units, Futures, Structured Products
7. Managing Assets with respect to Shares, Debentures, Warrants, Certificates, Options, Units, Futures, Structured Products
8. Arranging Credit or Advising on Credit

2.2. In addition, FFA (Dubai) Limited, from time to time, provides its Clients with Financial Promotions or marketing material relating to financial products or financial services that FFA (Dubai) Limited considers may be of interest to the Client or which may be requested by Client.

3. Scope of Financial Services Provided by FFA Group

3.1. The Client hereby understands that FFA may assist by way of Advising and/or Arranging services to its clients in connection with Client’s investment strategy and the portfolio of investments that the Client may wish to have. These services may be undertaken and/or carried by another member of FFA Group or by another third party agent. FFA may also assist its clients by establishing

relationship with other members of FFA Group so that the Client may benefit from other financial services and/or financial products offered by FFA Group.

3.2. FFA may provide the Client access to the products and services of one or more members of FFA Group, and for this purpose, the client may establish an account outside the DIFC jurisdiction with FFA Group and receive services from or enter into financial transactions with FFA Group where FFA may also be involved in providing a Financial Service in connection with the financial services provided or financial transactions undertaken with or through FFA Group.

3.3. The Client hereby understands that he will receive Services from another member of FFA Group in conjunction and in connection with the financial services provided by FFA (Dubai) Limited. The Client is aware that these Services are governed by different terms and conditions to be agreed with the relevant member of FFA Group and that these Services are governed by more than one legal and regulatory conditions that may differ from the regime applicable in the DIFC jurisdiction.

3.4. Unless otherwise expressly agreed in writing:

3.4.1. FFA is not responsible for and has no liability whatsoever with respect to any financial services provided by or any transaction carried by or through another member of FFA Group. FFA shall only be responsible to its clients and has liability with respect to the scope of financial services provided by it directly to the client in accordance with the TERMS AND CONDITIONS AGREEMENT.

3.4.2. FFA shall not be responsible for or have any liability whatsoever with respect to any services provided to the Client by FFA Group or any member of FFA Group; and

3.4.3. The terms and conditions governing the services that may be provided by FFA Group shall be those determined by FFA Group to establish contractual relationship with the Client. FFA Group shall not be responsible for or have any liability whatsoever with respect to the financial services provided by FFA.

3.5. The client understands that transactions may be undertaken by and booked by other members of FFA Group or, as applicable, by another third party and not FFA (Dubai) Limited.

3.6. By signing this Service Agreement, the Client hereby confirms that he has a clear understanding of the arrangements under which the Financial Services are to be provided to him by FFA (Dubai) Limited and/or by FFA Private Bank Group

4. Risks Associated with Financial Services Provided by FFA Group

4.1. The Client hereby understands he is exposed to additional risks in the context of the provision of the financial services transaction provided by another member of FFA Group in accordance with their own agreements. Such risks are distinct from those risks associated with the financial services or transactions and depending on Client's Classification provided by FFA (Dubai) Limited.

4.2. The terms and conditions that govern the relationship between the Client and FFA Group are governed by more than one legal and regulatory condition that may differ from the regime applicable in the DIFC jurisdiction and accordingly the respective rights, obligations and liabilities will be determined by reference to jurisdictions of FFA Group that are not necessarily analogous to those applicable in the DIFC jurisdictions.

4.3. In the event of a dispute between the Client and FFA Group, the decision of relevant court or tribunal is different from a decision reached by a court or tribunal in the DIFC Courts.

4.4. FFA (Dubai) Limited is regulated by the Dubai Financial Services Authority and accordingly is obliged to comply with the DFSA rules and regulations. FFA Group is regulated other financial services authorities and applicable financial services regulatory frameworks. The Client understands that the protections available to him pursuant to the applicable financial services and regulatory framework are not materially equivalent to those available in the DIFC, or the degree of protection may be different, or the conditions upon which certain rights are exercisable may differ.

4.5. Where the Client receives financial services from FFA Group, the Client is responsible for reviewing and understanding the terms and conditions and other documents or agreements with which the financial services is provided by FFA Group.

4.6. Neither FFA (Dubai) Limited nor any of its officers, employees or agents has the authority to make any act or statement that bind any other member of FFA Group.

4.7. By signing this Service Agreement, the Client hereby confirms that he has a clear understanding of additional risk associated with the provision of the financial services and transactions provided FFA Group and/or by Non-FFA Group Third Party Agents.

5. Data Protection

5.1. In the event that the Client accepts to receive financial services and/or establish a relationship with FFA Group, the Client hereby authorises FFA (Dubai) Limited to liaise with and provide FFA Group any documents or information about the Client such as his business, activities, financial information, experience, profile or any data that FFA (Dubai) Limited holds about the Client.

5.2. The Client hereby authorises FFA Group or any member of the FFA Group to communicate directly with him for the purpose of this Services Agreement and financial services to be provided under this Service Agreement.

5.3. The Client hereby authorises FFA (Dubai) Limited and FFA Group to have access to and exchange his Personal Data including, without limitation, emails, orders, instructions received from the clients and any communication by means of mail, telefax, phone, electronic means or otherwise, at their free discretion.

6. Fees and Charges

6.1. The Client agrees that all the financial services rendered by FFA Group in accordance with this Service Agreement are subject to a commission fee, and other fees. The Client acknowledges that FFA Group is entitled to debit his accounts with FFA Group with all expenses, commissions and fees due to FFA Group according to the List of Prevailing Rates at the date of such financial services. To that effect, Client irrevocably authorises FFA Group to effect such deductions.

6.2. The Client shall at all times be responsible for checking his Statements of Accounts for rates and commissions applied on his account(s). All fees, charges and Interest rates are subject to change at any moment according to market conditions without prior notice. The statements of accounts and reports of settlements shall be deemed an official notification of such changes to the Client. The Client acknowledges that his continuous use of FFA Group's services shall be considered as final acknowledgement and acceptance of such changes.

6.3. The Client hereby acknowledges that if he does not receive reports of settlements and statements of account for any period, it is his responsibility to request such document(s) immediately.