

## **Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges**

This Agreement (hereinafter referred to as "Agreement") is made and entered into force on this day ..... corresponding to ...../...../..... by and between:

**First Party (Company):**      **INGOT Financial Brokerage Ltd.** , a company registered with the Companies Control Department in the Register of Limited Liability Companies under No. (13014), Jordan Securities Commission's Letter No. 3/1/02165/20, dated 17/12/2020, (hereinafter referred to as "**Company**" or "**First Party**"),  
having a selected address for service purposes at: Saad Abu Jaber Street.  
Building No. 5, Amman, 11181, Jordan.

**Second Party (Client):**      Mr./Ms. ....  
(Hereinafter referred to as "**Client**" or "**Second Party**")  
Having a selected address for service purposes and approved contact methods at:  
City: .....  
Area/District: .....  
Street: .....  
Building No. ....  
P.O. Box: ..... Postal Code: ..... Country: .....  
Tel.: ..... Mob.: ..... Fax No.: .....  
E-mail: .....

Either the First Party and the Second Party shall be referred to individually as ("Party") and collectively as ("Two Parties" or "Parties").

### **Preamble**

Whereas the First Party is a financial brokerage company that provides financial services and has the legal licenses and approvals necessary to conduct the business of a financial broker for the account of others in foreign stock exchanges.

Whereas the Client wants to deal and trade (buying and selling) in foreign currencies, precious metals, commodities, indices and/or any other financial instruments in foreign stock exchanges in accordance with the provisions, laws, regulations and instructions issued by the Jordan Securities Commission and supervisory bodies in foreign stock exchanges, and whereas the Client is fully aware that the nature of trading in these products involves high financial risks and may cause losses, and that he is aware in advance of the dimensions of these risks in terms of the possibility of losing the capital provided.

Now, therefore, the Parties hereby agree to the following:

1. The preamble of this Agreement and the annexes attached thereto are considered an integral part hereof and shall be read along with it as one unit.

## 2. Definitions

The words and terms defined in the Agreement shall have the meaning assigned thereto in the Agreement, unless the context requires otherwise:

<b>Foreign Stock Exchanges:</b>	Every financial market outside the Hashemite Kingdom of Jordan, whether regulated or unregulated, in which securities of all kinds, foreign currencies, precious metals, any other commodities or financial instruments are traded.
<b>Commission:</b>	Jordan Securities Commission.
<b>Laws:</b>	The laws, regulations and instructions in force in the Hashemite Kingdom of Jordan.
<b>Assets:</b>	Include any equities, indications or evidence accepted as securities in accordance with the Laws, including stocks, bonds, financial market instruments such as treasury bonds, private and public debt securities, financial derivatives, foreign currencies, precious metals, commodities, indices, all funds, investment stocks, futures contracts, contracts for difference (CFD), OTC contracts, foreign exchange contracts and any type of contracts currently or subsequently owned, registered or otherwise going to be owned by the Company in the Client Account.
<b>Company Account:</b>	The account owned by the Company, through which buying and selling take place in foreign stock exchanges for the benefit of the Company's clients with the foreign broker.
<b>External Broker:</b>	The financial brokerage company that contracts with the Company and is licensed to trade in the foreign stock exchanges.
<b>Client Account:</b>	It is a special account created by the Company and managed by the Client by authorizing the Company to carry out the necessary buying and selling transactions or crediting to the Client's accounts; as it is the outcome of all operations responded by and all actions made by the Company based on the Client's instructions.
<b>Cash Margin:</b>	Such amount or total cover for the risks, and additional funds deposited by the Client with the Company in the form of a guarantee for the purchase or sale or to compensate for a loss resulting from negative price movement in the financial instruments (the subject matter of the contract).
<b>Website:</b>	The website of the Company.
<b>Business Day:</b>	The working days approved in the foreign stock exchanges in

which trading is carried out.

**Approved Contact Methods:** Any means approved by the Client in this Agreement and stipulated in the preamble of this Agreement to receive information and correspondence related to the account, either by phone, postal box, e-mail, or any other method approved by the Company.

### 3. Trading Authorization

The Client shall grant the Company an absolute, irrevocable authorization to make all transfers in the name of the Client and to credit to their account/s with the Company, including but not limited to:

- Execute all orders for buying and selling Assets in foreign stock exchanges according to the Approved Contact Methods.
- Use the Client's balance to pay the price of the sale and purchase of Assets in foreign stock exchanges for the Client's interest.
- Deposit the proceeds of asset sale in foreign stock exchanges based on the Client's orders in case they are realized, and as a result to credit the realized/or unrealized profit and/or loss to their account once the necessary settlements are completed and recorded in the Company's books and records.
- Transfer any credit balance in the Client's Account to any debit balance in the Client's other accounts or third-party's accounts guaranteed by such account and vice versa.
- Put into the Client's Account any amounts (credit and/or debit) arising from financial settlements, even if they arise following the date of the transaction.
- Write off any securities from the Client Account, whether listed, unlisted, suspended from trading and/or non-tradable in any of the financial markets in which the Client trades, and as stated by External Brokers and/or the Commission's instructions or global markets.

### 4. Trading Terms:

- 4.1 It is agreed between the Two Parties that the Company, once the Client opens an account with it, will receive buy and sell orders from the Client in order to trade in securities and assets in general in foreign stock exchanges through the External Broker that the Company deals with, taking into account what is stated in clause 4.4 below.
- 4.2 It is agreed that the Company deals with more than one client, and that purchase and sale orders in foreign stock exchanges made by the Company to External Brokers may belong to more than one client at the same time, accordingly, the company may mix the Assets of the Client and other clients of the Company with any External Broker, clearing system or any trustworthy custodian approved by the Company in that country in which the assets are kept, so that the assets are registered with the Company and/or with the External Broker/s which the Company deals with, provided that the assets of each of the Company's clients, including the Client, are segregated for his benefit in the company's books and records only. For this purpose, the Company's books and records in relation to sales and purchase orders, prices and commissions shall be exclusively approved to determine the Client's rights and obligations arising from purchase and sale orders. The Client also shall declare his knowledge and consent in the event that the Client is a seller

- or buyer and there is another client with the Company, who meets the Client's order, then the Company has the right to complete the sale and/or purchase process at the price and quantity specified by clients, including the Client. Further, commissions shall be calculated as agreed upon as if they were executed through the foreign broker and without objection to that by the Client, and this shall be registered in the Company's books and records.
- 4.3 The Company has the right, upon its sole and absolute discretion, and without assuming any liability, to refuse to carry out the Client's instructions and/or orders if Company believes that the implementation of those transactions, orders and/or instructions constitutes or may constitute a legal or behavioral violation or threaten its interests or entail any liabilities or losses to the Company.
- 4.4 The Client acknowledges that the Company has the absolute right to choose the positions to be liquidated for the purpose of paying any debit balance owed by the Client to the Company or to others.
- 4.5 The Company is not considered to have received instructions or orders from the Client unless the Company actually receives such orders through the electronic trading platform and/or the Website or by telephone through the phone numbers provided on the Website.
- 4.6 The Client acknowledges that the Company does not guarantee executing the Client's request to cancel or amend an executed order. In case if the order is still not executed at the time of receiving the Client's request, then the Company does guarantee the execution of the cancellation or amendment request unless if the Company has had sufficient time to direct the order to the relevant trading market and unless the trading market receives it and matches the request with the Client's order before carrying it out.
- 4.7 The Client acknowledges that attempts to modify, cancel or replace an order may lead to carrying out duplicate orders, and the Client shall be solely responsible for such operations.
- 4.8 The Client acknowledges and agrees that there are risks associated with the occurrence of malfunctions in the online trading platform or a component hereof and in case of malfunction of the platform or any component thereof, the Client may not be able for a certain period to carry out new or existing orders or to modify or cancel orders already carried out. The malfunction of the platform or any component thereof may result in the loss of orders or the priority of carrying them out; in any way, the Company shall not be responsible for any malfunction in its online trading platform or any malfunctions in the system or its components.
- 4.9 It is agreed between the Two Parties that if there are any private and/or public subscriptions and/or an increase in capital or cash dividends or free shares (grant) or the like, the Client alone must follow up on these matters and explicitly notify the Company his desire to benefit from them so that the Company can take the necessary action in their interest; the Client hereby authorizes the Company to charge the amounts necessary to meet their order and instructions, and all expenses, costs, commissions, interest, taxes, service fee and others to his account with Company, and to credit any cash or free shares (grant) to his account once received from its sources and duly collected and/or received, without any liability on the part of the Company. The Company is entitled to refuse to provide such service without the need to give reasons, and the Client shall pay all charges, expenses and fees of this service rendered by the Company.

- 4.10 Since the operations of trading assets in foreign stock exchanges are carried out in different currencies according to the requirements of each financial market, the Client hereby agrees, upon signing this agreement, to automatically open accounts with the Company in different currencies required to be traded in these markets, regardless of the currency deposited by them; the Client declares knowledge and consent that in the event of entering into operations that require exchanges in foreign currencies, then any profit or loss resulting from fluctuations in the exchange rate of those currencies shall be at the Client's expense and they shall be liable alone for the risks without any responsibility against the Company. The Client hereby authorizes the Company to carry out the currency conversion from the Jordanian dinar or the US dollar or other currencies and vice versa in the manner and at the time the Company deems appropriate to complete the asset trading operations that take place in the Client's interest. The Client shall pay any expenses or differences resulting from the conversion process without any objection from them. In this case, the Client hereby authorizes the Company to charge all such expenses and price differences to his account with Company. The Client also shall be liable for the risks of currency conversion and price fluctuations in all cases, including, but not limited to, realized and/or unrealized losses resulting from trading operations and/or sale to cover accounts in different currencies and maintaining their account.
- 4.11 The failure of the Company to fully or partially implement any of its rights and obligations under this Agreement shall not be considered a waiver or assignment thereto, and the Company has the right to exercise the same at any time it wants. The Company is also entitled, in addition to its rights set forth under this Agreement, to exercise any other rights and/or powers granted to it by the Laws and the financial, banking and commercial customs.
- 4.12 The Client hereby agrees that the Company records communications between itself and the Client, including telephone call(s), emails, or any other means that can be used for communication between the Company and the Client, including written notes or face-to-face conversations; the Client hereby agrees that such recording(s) shall remain the property of the Company and may be used as evidence of any legal obligation.
- 4.13 The Client further acknowledges that existing records of communications and/or conversation(s) and data traffic records, executing and documenting communications and/or conversation and carrying transactions out shall constitute evidence to prove and/or establish the existence of a transaction and/or other activity; it is understood that existing recordings of communication including communications and/or electronic conversation (records) and data traffic records may be used by the Company for legal purposes.

## **5. Trading on Margin**

- 5.1 The Client agrees and undertakes that the equity must be, in any case, equal or more than the total margin requirement of the Client's account; moreover, the Company shall have the right to liquidate the account assets and/or notify the Client of the need to make margin deposits promptly by bank transfer of available funds, or by any other means that the Company may find if the cash-to-margin ratio is less than the ratios mentioned in this clause and/or the ratios agreed upon with the Company.
- 5.2 To avoid any ambiguity or doubt, the liquidation of account assets may be conducted and

completed at any time and if the equity is equal to or less than the total margin requirement of the Client's account regardless of the settlement timing and/or relevant market conditions, the Company reserves the right to modify the ratio of liquidation of account assets to Cash Margin 20% or less for any account type and any other ration the Company deems appropriate. The Client shall be notified of such modification via the trading policies announced from time to time on the Company's Website, which are an integral part of the Agreement.

- 5.3 If the Client holds one or two accounts of any kind, the Client acknowledges and agrees that they owe the Company with a negative balance, if any; in this case, the Client agrees that the Company has the right to make a settlement between the accounts and set-off to cover the negative balance from other accounts or new deposits.
- 5.4 The Client acknowledges that the margin cash requirement is a guarantee for each buy and sell order depends on the margin financing ratio applied to the Client Account.
- 5.5 The failure of the Company at any time to request and/or notify the Client to deposit cash to maintain the margin ratio shall not constitute a waiver of the Company's rights to do so at any time thereafter and shall not constitute any liability of the Company towards the Client.
- 5.6 The Client agrees that the margin requirements may be changed by the Company and that such change shall apply to all buy and sell orders in addition to the transactions that will be taken place in the future.
- 5.7 In such cases where the Client does not meet his obligations towards the margin requirements, the Client Account becomes subject to suspension and liquidation under clause 11 below.

## **6. Authorization of Third Parties by the Client**

The Client is entitled to authorize whomever they want by virtue of a notarized power of attorney or a written letter duly signed by them to trade on the Client's behalf with the Company in accordance with all the provisions of this Agreement, for example, this authorization shall include making orders and giving instructions to the Company regarding carrying out transactions in foreign stock exchanges of all kinds, making remittances, money transfers, withdrawals and deposits from the Client Account(s) with the Company to the account of the authorized person and at the time the authorized person deems appropriate, and signing on behalf of the Client to this effect, as if the Client had done all the business personally and under the full responsibility of the Client. If the Client authorizes a third party, the Company is thus fully authorized to operate under this authorization, which would remain in force and effect until the Company receives written instructions to the contrary from the Client or their legal successor or representative, as a result of death, ineligibility/loss of eligibility or otherwise that may happen to the Client. Moreover, the Client shall be liable for all the consequences and losses resulting from this authorization (if any) and without the Company assuming any responsibility whatever the results may be. In the event of dealing with a person authorized and/or delegated by the Client, the Company must be provided with a certified copy of the authorization, and the Company has the right to take all measures to identify each of the proxy and/or authorized person.



## 7. Fees and Commissions

- 7.1 The Client acknowledges that the services provided are subject to fees and commissions determined by the Company from time to time; you can find in the attached Annex No. 3 a list of current fees and commissions as on the date of the Agreement; the Client acknowledges and agrees that these fees are subject to change from time to time and the Company will announce any change to all Clients through the means approved by the Company, including electronic channels.
- 7.2 Fees and commissions under clause (7.1) above shall include, without limitation, the following:
- A- Any charges, commissions, added fees, price additions or reductions that apply to a specific financial instrument(s) and the account(s) of the Client related to transactions and operations carried out and/or added by the External Broker;
  - B- Fees and/or Charges related to the renewal of the financial instrument(s) contract;
  - C- Fees and/or Charges related to positions or transactions based on specific financial instrument(s);
  - D- Fees and/or Charges related to inactive accounts;
  - E- Charges related to the transfer including but not limited to the charges or fees applicable to deposits, withdrawals and returned withdrawals, issuance and re-issuance of cheques, etc.;
  - F- Price difference between buying and selling, price additions and/or reductions obtained by the Company and/or expected to be obtained by service providers and/or liquidity or any other party;
  - G- Currency conversion relating to transaction and/or trading, commissions (if any), and profits and/or losses resulting from trading activities.
  - H- Currency conversion related to amounts received in currencies other than the base currency used by the Client Account.
  - I- Any fees or charges to regulatory and/or legal authorities;
  - J- Any amounts related to the client's subscription in the financial markets.
- 7.3 The Parties agree that the above-mentioned fees and commissions do not include any taxes, whether imposed by governmental bodies and/or an External Broker.
- 7.4 Notwithstanding what is stated in clause (7.2) above, additional charge/s and/or fee(s) may be applied to specific types of accounts, financial instruments and/or services provided by the Company, of which the Client is notified prior to implementation.
- 7.5 In such cases where the client is not notified of a specific charge/s and/or fee(s), the client must from time to time inquire about and obtain an explanation of such fees and charges.
- 7.6 The Client shall pay commission, fees, charges, taxes, price difference and other amounts whatever, regardless of the outcome of profit and loss as a result of these operations/transactions according to the list of fees and commissions applied and approved by the Company, which the Client acknowledges that he has checked and agreed upon.
- 7.7 The First Party shall be entitled to make restrictions on trading to the extent permitted by the Laws for reasons either a court ruling, a tax deduction, a precautionary seizure, a debit balance in the account, or an order from a governmental authority, and the Client shall compensate the Company for the claims and losses incurred.

## **8. The Company's Obligations**

- 8.1 To manage the Client Account based on his instructions and in accordance with the provisions of the law.
- 8.2 To implement the decisions and instructions issued from time to time by the supervisory authorities and the Commission.
- 8.3 Not to use the funds and assets deposited in the Client Account to grant credit facilities or to provide financing to others in any form.
- 8.4 Not to use the funds and assets deposited in the Client Account for the Company to obtain credit facilities or financing from others or any private benefit.
- 8.5 To keep information confidential, while observing Clause (10) of this Agreement.
- 8.6 Commitment to the independence of the Client Account from the Company Account and funds.
- 8.7 To register the ownership of the purchase in the name of the Company with the External Broker for the benefit of the Client.
- 8.8 To make payment and settlement in cases of sale in accordance with the legal periods used by each External Broker.
- 8.9 Not to engage in margin financing in foreign stock exchanges with the meaning contained in the Margin Financing Instructions issued by the Commission.
- 8.10 Not to accept authorizations for any purchase or sale operations in foreign stock exchanges except from its clients or their duly legal representatives.
- 8.11 Not to deal with any foreign brokerage company not licensed by the competent authorities abroad.
- 8.12 Not to pay or charge any amount to the account of any of the Company's clients as payment of the prices of any transaction unless it is sold for the Client's benefit.
- 8.13 Not to trade in digital currencies or any other currencies prohibited by the competent authorities.
- 8.14 The Company shall not be obligated to take legal or judicial action on behalf of the Client in any matter related to this Agreement.

## **9. Financial Advice by the Company**

The Client acknowledges that the Company and/or any of its employees shall not be obligated to provide financial, legal or technical advice or consultation or any guidance in relation to trading through the financial market; the Client may not consider any information through the Company and the online trading platform as a recommendation to buy or sell Assets; moreover, the Client acknowledges that they shall be alone liable for their investment decisions, transactions and orders made by the Client and their reliance on such information and that the Company shall not assume any responsibility for the accuracy, validity and appropriateness of such information.

## **10. Information and Privacy**

- 10.1 The Client shall provide the First Party with the forms (applications) approved by the First Party for the purposes of identifying the Client and opening trading accounts, so that they are duly signed by the Client; the Client further acknowledges that all the information provided by them is true, identical and real and that they did not hide any events and/or



facts that would affect the First Party's decision to open the account and that they shall perform all their obligations accurately, sincerely and in good faith; however, and in the event of a breach of this, the Client shall be liable for any damages that may be caused to the Company; the Client undertakes to notify the Company in writing of any change in any of the aforementioned information.

- 10.2 The Client certifies that he/she is not a parent (mother/father), child (daughter/son), spouse (husband/wife), grandparent (grandmother/grandfather) or siblings (brother/sister) of INGOT Financial Brokerage Ltd.'s employees. INGOT Financial Brokerage Ltd.'s employees hereby means the workers at the Company according to the Jordanian Labor Law definition, who are on their duty and their employment contracts are not terminated at the time of signing this Agreement.
- 10.3 The Client agrees at any time to provide the information that the First Party may request in order to comply, and the Client also undertakes to disclose any changes or updates to such information; the Client shall complete the account opening procedures, which include all information and documents, taking into account compliance with the law and instructions for combating money laundering and terrorist financing.
- 10.4 The Company acknowledges that the information provided by the Client shall be considered confidential and the Company shall maintain the value of this information so that it will not be used to serve the interests of any person(s) other than the Client, except for cases permitted by law.

#### **11. Client Account Clearance**

The Company has the right, without notifying the Client, to liquidate some or all of the Client's property or cancel any prior purchase and/or sale order in the account and/or to close any open positions in the following cases:

- The failure of the Client to pay outstanding debts;
- The death of the Client or issuance of a court ruling that they are ineligible;
- The Client's bankruptcy or insolvency;
- Issuance of a court ruling of precautionary seizure on the Client Account;
- Issuance of a court ruling against the Client in relation to their account;
- Appointment of a receiver to the Client Account;
- The percentage of the current balance to the Cash Margin is equal to or below the percentage specified by the Company.

#### **12. Financial risks of dealing in the trading market**

- 12.1 The Client acknowledges that they are aware of the risks of trading Assets and that they may incur a financial loss for part or all of the amounts deposited in their account, as they shall assume all the risks related to the assets in which he invests by purchasing them in foreign stock exchanges.
- 12.2 In the event that the Client Account owes the Company as a result of the loss, the Client undertakes to pay the Company such debit balance directly and without any delay in addition to all related debit interest, fees, expenses, costs, commissions, penalties, taxes and others immediately and without delay and without the need for notice or notification; the Client understands that they are solely liable for any debit balance in his account(s) with the Company and that they shall solely pay all accumulated charges, commissions,

- debts and interests, without the Company assuming any responsibility as a result of the liquidation and/or sale of the Assets.
- 12.3 The Client acknowledges and confirms that they are fully aware of all the risks that may arise in the event of a negative movement(s) of one and/or more currencies; the Client shall assume the high risks involved in buying and selling, as the Client bears losses and/or damages that may reach to some or all of the capital and/or funds invested for the transaction(s) to be carried out at the sole risk of the Client.
- 12.4 The Client acknowledges that some buy and sell orders may not be verifiable if the financial market is in a state of fluctuation, chaos, confusion or any congestion due to the large number of orders made by clients or due to low trading volume, so it may be difficult to determine the risks that the Client may be exposed to, as the price and value of any of the Assets may decrease as well as rise, and clients may not receive the invested amount immediately.
- 12.5 The Client acknowledges that the buy and sell orders carried out to his account may result in a negative balance due to the Client's use of a higher percentage of margin financing, which is the ability to take on a larger number of positions that may lead to an increase in the risk of possible automatic closure of the account, so the Company has adjusted the margin financing operations in order to provide the Client with higher protection and reduce the possibility of the Client Account being exposed to a negative balance. However, the Client has the ability to choose the higher percentage of margin financing which may result in the account being exposed to higher risk with higher return potential.
- 12.6 Risks of trading in foreign stock exchanges include, but are not limited to the following, as all potential risks cannot be included:
- A. Market Risk;
  - B. Speculative Risk;
  - C. Hedging Risks, Day Trading and Extended Business Hours;
  - D. Implementation and Technology Risks;
  - E. Product Risks;
  - F. Currency Risks;
  - G. Accounting Risk and Credit Risk;
  - H. Risks that May Arise from the External Broker;
  - I. Risks of Lack of Regulatory Oversight;
  - J. Tax Risks;
  - K. The bankruptcy of any company issuing the purchased security and as a result writing off its listing and writing it off from its account;
  - L. Restructuring the capital of any company issuing the purchased security, which results in a decrease in the number of securities in its account;
  - M. Suspension of trading in the purchased security for an indefinite period for any reason;
  - N. A decrease in the value of the security in such a way that its value becomes very low;
  - O. External Brokers stop accepting orders for trading in securities, including but not limited to shares within well-known global bulletins, and/or stop their trading service for any reason;
  - P. If the purchased security becomes worthless, where the shares have lost their market value and/or their market value is very low and trading on them is almost non-

existent, which results in the suspension of trading on this security for any reason whatsoever by External Brokers, trustworthy custodian or financial markets included therein, then such security is excluded from the Client Account with the Company in light of its exclusion from the Company Account with External Brokers and/or any security to which this case applies. However, in case of changing the classification of this security and returning it to trading, the suspension will be lifted and reappeared again in the Client Account with the Company but without any liability against the Company; in all cases it is the Client's sole responsibility to follow up on such securities;

- Q. If the purchased security becomes (delisted shares), which are securities that have been written off from the register of securities traded in the financial markets in which they are listed and/or their listing is frozen or canceled and trading on the same is suspended by decisions of the supervisory authorities according to the legislation in force in foreign stock exchanges, then such securities shall be excluded from the Client Account with the Company in light of their exclusion from the Company Account with External Brokers, the trustworthy custodian or the financial markets, and accordingly, these securities will not appear in the Client Account with the Company, and there will be no trading on these securities because they have been written off from the securities register; in all cases it is the Client's sole responsibility to follow up on such securities;

### **13. Force Majeure and Emergency Circumstances**

- 13.1 The Client acknowledges with full knowledge and consent that the Company does not assume any obligation, liability or compensation for any damage, lost profit, loss of benefit, or others in connection with the consequences of the interruption of its business due to act of God, force majeure, failure of internal or external work devices, during the update and/or maintenance of the electronic trading platform, riots, or civil commotions, armed insurrection, wars, and/or as a result of freezing its funds and accounts and/or restricting its activities and business, or withdrawing, suspending, or canceling its licenses, or suspending the Company from work or suspending any of its activities for non-licensing or for any other reason according to decisions of the relevant authorities and/or decisions of the official and/or supervisory authorities and/or locally, regionally and/or internationally regulatory authorities, or for any reasons beyond its control and/or any closure by disabling users from work or as a result of exposure of brokerage companies, correspondent banks and/or stock exchanges and financial markets to such circumstances, or as a result of the error or negligence of the Second Party or others; among the cases of force majeure include, for example, but not limited to, the bankruptcy and/or suspension of the business of the External Broker and/or the freezing of its activities and/or the seizure of its movable and immovable funds, including securities on foreign stock exchanges for the benefit of the Client, and/or the cessation of External Brokers from dealing with the Company, in whole or in part, or stop dealing with some services, and in general any cases that are outside the Company's control and will.
- 13.2 The Company may decide, at its sole discretion and without giving notice to the Client, in the event that there are emergency or exceptional circumstances in place, including but not limited to, those circumstances mentioned in clause 13.1, take any of the following

steps:

- A- To increase the Client deposit requirements;
- B- To close any or all open commodity contracts of clients at a closing level that the Company reasonably believes is appropriate;
- C- To suspend or modify the application of all or any of the provisions of this Agreement to a reasonable extent;
- D- To change the deadline for trading in relation to any of the financial instruments.

13.3 If the force majeure case continues for three consecutive months, the Agreement shall be considered null and void, and neither party shall assume any liability or additional expenses, committed by each party until the date of the force majeure case.

#### **14. Correspondence made by the Company**

- 14.1 It is agreed that every correspondence and/or notification and/or notice made by the Company to the Client shall be completely binding to the Client; as any notice, warning or letter from the Company to the Client via the means of Approved Contact Methods by the Client shall also be considered binding to him; the Client acknowledges that the Company does not assume any responsibility for this even if the mailbox or the address sent to him by post, e-mail, telephone or fax number(s) is used by a person who has no authority or is not authorized by the Company, and the Client assumes full responsibility resulting from every misuse that may occur, and they also acknowledge the validity of all transactions for sale and/or purchase for its account in accordance with the above-mentioned cases.
- 14.2 All statements, notices and other written communications made by the Company to the Client in relation to their account(s) and any operation(s), are sent by the Approved Contact Methods; the Client shall be liable at all times for any change in the Approved Contact Methods, and the Client shall be liable at all times responsible for notifying the Company in the event that they do not receive their account statements or any correspondence; their failure to object in writing to the non-receipt of the statements is evidence of their receipt within the specified period; moreover, the Client expressly waives the Company against any claim that may arise from the Company's inability to contact them, whether due to the Client's failure to provide the Company with the correct address or their failure to answer the Company despite the Company's efforts to contact them. If the Client does not provide the Company with the correct address or if he specifically notifies the Company that they do not wish to receive any correspondence, including statements and notices in relation to their accounts and investments, then the Client agrees to indemnify and hold harmless the Company and not charge any responsibility for the damage and loss arising directly or indirectly as a result of not providing the Client with statements, notices or other information relating to the Client's Accounts and investments, including without limitation any claims arising from the Client's failure to respond to or request the correction of any alleged errors or mistakes in any such statements, notices or other information, and the Client agrees to waive all of their rights and claims in this regard.
- 14.3 According to the special terms of each transaction, the Company will send a confirmation at the end of each trading day, which will explain in details the transaction that have been opened or closed in such trading day (for the purposes of this clause, hereinafter referred

to as "Confirmation"). This Confirmation will be available on the Client's portal or any other way of communication the Company deems applicable for this end. The Client shall always be responsible for notifying the Company if he/she do not receive the Confirmation, or if the Confirmation or its content is not accurate.

- 14.4 The mentioned Confirmation in the previous paragraph shall be final and mandatory at any of the following situations:
- a- in case there is no apparent mistake;
  - b- in case if the Company does not receive a written objection to the Confirmation from the Client; or
  - c- in case if the Client does not notify the Company of any mistakes in the Confirmation. Within a duration mentioned in such Confirmation.

## **15. Agreement Effective and Termination**

- 15.1 All rights, duties and obligations of the Parties under this Agreement shall be binding as of the date of signing it by both Parties and shall remain in place until its termination; moreover, either party has the right to terminate this Agreement at any time by giving notice in writing to the other party 30 days prior to its termination.
- 15.2 The Client's electronic approval of all the terms of the Agreement and its annexes is considered as a signature affixed by them and an acknowledgment of what was stated therein, and therefore all rights and obligations mentioned in the Agreement are considered binding to the Two Parties from the date of the Client's electronic approval.
- 15.3 The Company has the right to terminate this Agreement immediately without giving written notice in the following cases:
- A. The Client's repeated violation of the provisions of this Agreement;
  - B. The Client has provided the Company with false information;
  - C. Non-compliance with the applicable laws and instructions that require the declaration and provision of any information related to the Client.
  - D. Initiation of judicial and/or legal proceedings against the Client by the Company;
  - E. The Client's Ineligibility to make buy and/or sell orders;
  - F. The Client's failure to make any payment due by him;
  - G. Non-compliance with the Cash Margin.
- 15.4 If this Agreement is terminated pursuant to this clause, this will not affect any transactions in progress and/or any rights arising and/or any obligations realized on those transactions, and the termination will not stop or affect the execution of any transaction ordered to be executed.

## **16. Severability**

If any provision of this Agreement becomes legally invalid or unenforceable, then such provision shall be considered invalid, and the other provisions shall continue effective unless the cancellation of this provision affects the substance of the Agreement, where either party shall notify the other party of its desire to terminate it in accordance with the Clause 15 above.

## **17. Entire Agreement**

- 17.1 Subject to what is stated in Clause 17.2 below, this Agreement, along with all annexes and



any terms or conditions stated on the Company's Website or any authorizations or statements of account resulting from the trading operations provided to the Client between the Two Parties, shall constitute the entire agreement between the Parties.

- 17.2 The Client agrees and acknowledges that the Company has the right to amend this Agreement, whether by amending any of its current terms or adding new terms and clauses at any time, provided that the Company shall notify the Client of these amendments at least seven days before the effective date of the amendment, cancellation and/or addition; however, if the seven days have passed since the date of the notice without receiving any written objection from the Client, such amendments shall be considered approved by the Client and are considered an integral part of this Agreement.
- 17.3 It is agreed between the Two Parties that any amendment, legislation, laws or any new standards set by the regulatory and supervisory authorities on local and/or external financial markets and foreign stock exchanges, shall be applied to this Agreement without the necessity of notifying the other party of that.

#### **18. Jurisdiction and Governing Law**

The Parties shall adhere and agree to implement the content of this Agreement in accordance with the principles of good faith in the implementation of contracts, as this Agreement is subject to the laws, regulations and instructions in force in the Hashemite Kingdom of Jordan; all disputes arising from the implementation and/or interpretation of this Agreement or the application of any of its provisions, in the event that it is not possible to reach an amicable solution, shall be referred to the Amman Courts (Palace of Justice) as the competent court; the dispute shall include any disagreement, claim or allegation whatever its kind, cause or nature as long as it arises from or relates to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

#### **The Company**

Name:

Signature: \_\_\_\_\_

#### **The Client**

Name:

Signature: \_\_\_\_\_

## **Annex No. (1)** **Online Trading Agreement**

In reference to the **Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges** signed between me and **INGOT Financial Brokerage Company Ltd.** (the "Company") dated ..... (the "Agreement"),

**This Online Trading Agreement ("Online Agreement")** sets forth these terms and conditions under which the Client is authorized to access one or more Online Trading Platforms through Client's Internet Browser and all software links and communications available via the Internet ("**Online Trading Service**"). This Agreement sets out the terms and conditions under which the Company allows the Client to electronically (online) carry out and monitor the activity, system, order(s) and/or transactions in the Client's account(s).

Accordingly, the parties agreed upon the following:

1. The Company shall provide the Client with an Online Trading Service through its owned software on its own platform (the "**Platform**"), whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "**Online Account**"), through which trading transactions are carried out by the Client and at their own risk.
2. The Client acknowledges that the software for online trading shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
3. The Client shall not disseminate, re-disseminate, publish and/or broadcast the information provided by the Platform in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
4. The Client shall be the sole and exclusive holder of the Online Account and shall assume full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
5. The Client acknowledges that the account password may be updated for security purposes.
6. The Client agrees and acknowledges that he shall be responsible for the account and that they shall notify the Company immediately in writing for any of the following cases:
  - A- If the password is lost and/or used by unauthorized persons;
  - B- If the Client has not received a message stating that the order has been delivered and/or carried out;
  - C- Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for

- the account;
- D- Any incorrect information in the account of the positions, or the date of the client's transactions.
7. The Client acknowledges that the information obtained by them as part of the Online Trading Service shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.
  8. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale order.
  9. If the Client wants to transfer any amount ordered when carrying out any online trading transaction from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.
  10. The Client shall authorize the Company under this agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from online trading and any other charges related thereto.
  11. The Client acknowledges that they have read the Risk Statement attached to this Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges their full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from their use of the Online Trading Service.
  12. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to:
    - A- Use of or inability to use the Online Trading Service;
    - B- Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
    - C- The Company shall not be liable for any defect, virus attack or hacking; any hacking of the software or password shall be the sole responsibility of the Client;
    - D- Any loss or damage caused by or due to inaccuracy, error, delay, omission, non-performance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether within the scope of the Company or any of the service providers (Service Providers).
  13. The Client acknowledges that, from time to time, and for any reason, the Online Access Service may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers

shall be liable for any damage resulting from the unavailability of the Online Access Service.

14. The terms of the Online Agreement may be amended at any time by the Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or his account manager to find out if there have been any amendments to the terms of the Online Agreement in the event that they do not continuously follow up on the Company's website.
15. By signing this agreement, the Client agrees to the terms and conditions contained therein.

**The Company**

Name:

Signature: \_\_\_\_\_

**The Client**

Name:

Signature: \_\_\_\_\_

## **Annex No. (2)**

### **Smart Applications Usage Agreement**

In reference to the **Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges** signed between me and **INGOT Financial Brokerage Ltd.** (the "Company") dated ..... (the "Agreement"),

**This Smart Applications Usage Agreement ("Smart Applications Usage Agreement")** sets forth these terms and conditions under which the Client is authorized to monitor and control their trading account through smart applications ("**Application**"). This Agreement includes the terms and conditions of how the Company will electronically (online) allow the Client to monitor the account and/or carry out trading transactions in their account. The Trading Service via Smart Applications includes all links and software related to trading assets through the Company-owned application that the Client downloads on their own devices. This service is available for specific types of operating systems that can be found through the Company's website.

Accordingly, the parties agreed upon the following:

1. The Client acknowledges that the use of the trading service via smart applications shall be at his own risk and that this service may be subject to any technical errors at any time and sometimes not work as expected by the Client.
2. The Company shall provide the Client with a Smart Applications Trading Service through its owned application, whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "**Application Online Account**"), through which trading transactions are carried out by the Client and at their own risk.
3. The Client acknowledges that the proposed software for trading via the Application shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
4. The Client shall not disseminate, re-disseminate, publish and/or broadcast the information provided by the Application in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
5. The Client shall be the sole and exclusive holder of the Application Online Account and shall assume full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
6. The Client acknowledges that the account password may be updated for security purposes.
7. The Client agrees and acknowledges that they shall be responsible for the account and



- that they shall notify the Company immediately in writing for any of the following cases:
- A- If the password is lost and/or used by unauthorized persons;
  - B- If the Client has not received a message stating that the order has been delivered and/or carried out;
  - C- Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for the account;
  - D- Any incorrect information in the account of the positions, or the date of the Client's transactions.
8. The Client acknowledges that the information obtained by them as part of the Trading Service via the Application shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.
  9. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale order.
  10. If the Client wants to transfer any amount ordered when carrying out any trading transaction via the Application from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.
  11. The Client shall authorize the Company under this Agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from the trading via the Application and any other charges related thereto.
  12. The Client acknowledges that they have read the Risk Statement attached to this Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges his full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from his use of the Trading Service via the Application.
  13. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to:
    - A- Use of or inability to use the Online Trading Service;
    - B- Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
    - C- The Company shall not be liable for any defect, virus attack or hacking; any hacking of the Application or password shall be the sole responsibility of the Client;
    - D- Any loss or damage caused by or due to inaccuracy, error, delay, omission, non-performance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether

within the scope of the Company or any of the service providers (Service Providers).

14. The Client acknowledges that, from time to time, and for any reason, the Access Service via the Application may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers shall be liable for any damage resulting from the unavailability of the Access Service via the Application.
15. The terms of the Applications Usage Agreement may be amended at any time by the Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or their account manager to find out if there have been any amendments to the terms of the Smart Applications Usage Agreement in the event that they do not continuously follow up on the Company's website.
16. By signing this agreement, the Client agrees to the terms and conditions contained therein.

**The Company**

Name:

Signature: \_\_\_\_\_

**The Client**

Name:

Signature: \_\_\_\_\_

## Annex III – Fees

**Deposit fee:** Only bank fee

**Withdrawal fee:** Only bank fee

**Cheque fee:** Only bank fee

<b>Type of spread</b>	Floating
<b>Available financial instruments</b>	Spot contracts of forex, metals, energies, indices, stocks and futures CFDs.
<b>Type of execution</b>	Market execution, which may differ from the requested price
<b>Maximum number of contracts per position</b>	25 lots
<b>Commissions</b>	As per the table below
<b>Minimum lot size</b>	0.01
<b>Leverage</b>	Up to 1:30 (Unless the client agrees to and declares a higher value)
<b>Expert Advisors (EAs)</b>	Allowed
<b>Hedging</b>	Allowed
<b>Negative balance protection</b>	No
<b>Swaps</b>	Changes daily
<b>Swap-free account</b>	Yes, under special terms and conditions*
<b>Stop-out level</b>	20% or less

\*The Client hereby acknowledges and explicitly agrees that submitting an application for a Swap-free trading account, whether by sending documents or emails or by ticking in the relevant space or clicking on links or buttons as indicated by the Company, shall express the Client's consent to trading in accordance with the commissions and fees applicable to the Swap-free account.

**Client's name:** .....

**Date:** .....

**Signature:** .....

INGOT Brokers' Commissions	Pro Account	ECN Account	Elite Account
Spot Currencies and Metals	0	USD 7	0
Spot Energy	USD 0.7	USD 0.5	0
Spot Indices	USD 0.3	USD 0.2	0
Futures Contracts	USD 0	×	0
US Stocks	0	0	0
EU and UK Stocks	0.15%	0.15%	0
ETFs	USD 0.06	×	0

## Trading on Leverage Acknowledgement

In accordance with the provision of Article (16/3) of the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in force

I \_\_\_\_\_, a client of **INGOT Financial Brokerage Ltd.**, hereby acknowledge that I have requested to trade on a leverage ratio of **(1:100)**, at my personal responsibility without bearing the Company any consequences.

I also acknowledge that I am aware of the process of dealing through financial leverage and the grave risks that I will be exposed to in the event of a loss, which the above-mentioned Company has informed me of.

Client's name: .....

Client's signature: .....

Date: .....

Client's copy



## **Guiding Bulletin Issued by the Jordan Securities Commission Annex to the Agreements which Shall be Concluded with Clients Dealing in Foreign Stock Exchanges in Accordance with the Provision of Article (16/2) of the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in Force**

Dear Investor:

This Guiding Bulletin aims to brief you about dealing with Foreign Stock Exchanges and risks related thereto. Therefore, please make sure to read this Guiding Bulletin carefully:

1. The legal instructions regulating your dealing with Financial Services Companies at Foreign Stock Exchanges shall be cited as the “Regulating the Dealing at Foreign Stock Exchanges Law” and the “Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges” approved by the Board of Commissioners decision No. (290/2019), dated November 27, 2019. You can review both documents on the Commission’s website ([www.jsc.go.jo](http://www.jsc.go.jo)).
2. You have to make sure the Company which you desire to deal with is licensed by the Jordan Securities Commission and is authorized to practice authorized Financial Brokerage activities.
3. The relationship between you and the Company shall be governed by an agreement, which you should thoroughly read and understand along with its provisions before signing.
4. Make sure you have received a copy of the dealing agreement and its annexes.
5. Make sure that all fees and commissions charged on your dealings are documented in the dealing agreement or its annexes.
6. Make sure that your buy and sell orders are executed promptly.
7. Make sure you thoroughly understand the Company’s deposit and withdrawal policies and verify their execution promptly.

Client’s name: .....

Client’s signature: .....

Client’s copy

Date: .....

8. Prior to dealing at Foreign Stock Exchanges, make sure to identify the investing strategy you desire to adopt.
9. Make sure you understand the mechanism of registering purchased ownership whereas Article (1) of the aforementioned instructions allowed the registering of ownerships opened with the foreign broker under the name of the local broker and on behalf of its clients through what is known as "Omnibus Account," which can put your account at risk of seizure or foreclosure.
10. Be aware of the additional risks related to dealing at Foreign Stock Exchanges, for example:
  - Foreign broker bankruptcy risks.
  - Exchange rate risks.
  - Political and legislative risks related to these markets.
  - Slippage-related risks.
11. Make sure you close all your opened positions before the end of the last trading day of the week as a precaution against any slippage-related risks.
12. Avoid investing funds you are in need of at the time of investing, considering you might lose said funds.
13. Use leverage trading wisely, as it is a two-edged sword with an equal chance of doubling your money or losing it.
14. Make sure you fund your account constantly to evade having your opened positions automatically closed in the event of reaching the margin call specified in the dealing agreement or its annexes signed by you and the Company.
15. Make sure you are aware of the Company's policy regarding Spreads as specified in the dealing agreement or its annexes signed by you and the Company.

Client's name: .....

Client's signature: .....

Client's copy

Date: .....

### **The Agreement and the Guiding Bulletin Acknowledgment and Commitment**

With reference to the agreement of Dealing at Foreign Stock Exchanges signed by myself, with Messrs. **INGOT Financial Brokerage Ltd.**, I, ....., hereby confirm that I have read the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in addition to the Agreement provisions and its amendments and the Guiding Bulletin issued by the Jordan Securities Commission and that I have obtained a copy of the said documents; moreover, I hereby undertake to comply with the regulations in force and any amendments thereof issued by the JSC Board of Commissioners and to adjust my situation accordingly.

Client's name: .....

Client's signature: .....

Date: .....

Client's copy

## Risk Warning Disclosure

This brief disclosure clarifies some of the risks that may be associated with trading in foreign markets, so we advise you to read this disclosure carefully before opening a trading account with **INGOT Financial Brokerage Ltd**, emphasizing that this disclosure does not include all risks but rather clarifies part of them.

The risks set forth in this disclosure include, without limitation, the important aspects of trading in futures investments, options, commodities, contracts for difference (CFDs), currency exchange and other financial transactions. Considering the risks, the client should carry out these transactions only if they understand the nature of the contracts they intend to enter into and the extent of their exposure to risks, because trading in these contracts is not suitable for many and it is possible for the client to lose the entire deposited capital or more. Therefore, the client should not deposit funds that they cannot afford to lose, and you should, in the light of your experiences, goals, financial resources and other relevant circumstances, conduct a careful study to ascertain whether or not trading is suitable for you.

### 1. Margin Trading:

- When investing in foreign markets, transactions involve a high degree of risk, and one of the most common of these risks is the use of margin trading, where big and large transactions are carried out with small cash amounts compared to the size of such trading and this as a result will lead to the account being affected by any market movements, no matter how small, in proportion to the funds that are deposited or that funds the client should deposit; therefore, the client may incur a complete loss of the margin funds or any additional funds deposited with the Company to maintain their financial position.

### 2. Price Volatility:

- Prices in foreign markets are subject to volatility, especially at times when prices fluctuate and become overcrowded due to the large number of orders issued by clients or the lack of orders and liquidity in the market, so it may be difficult to determine the risks that the client may be exposed to; the price and value of any of the securities may fall as well as rise.

### 3. Contracts for Difference:

- Trading CFDs involves high risks, especially if the trading is based on margin financing; in this case, the client may be requested to strengthen their financial position by depositing cash, and if they are not able to do so, then they will be subject to a large loss.
- If the client is not able to strengthen their financial position by depositing cash, this will lead to the closure of some open financial positions, the inability to open new financial positions and/or extending the open financial positions.

4. Options Contracts:

- Trading in these contracts involves high risks, and traders in those contracts must be aware of the type of option to avoid the loss of the investment value in the event that the value of the contracts is not increased and the share premium and associated costs are not taken into account.
- The trader in these contracts must be aware that when exercising the option right, this may lead to either a financial settlement or the receipt of the main benefit from it. In the latter case, the trader must be aware that if the option is not fully covered, the risk of loss may be expected, as the client may sometimes have to bear the risk of losing the share premium and transaction costs.

5. Stop-Loss Orders:

- Stop-loss orders are designed to limit losses, but in many cases, they may not be effective because those orders cannot be executed due to market conditions at the time. Therefore the client may turn to use different strategies to stop losses other than stop-loss orders.
- Prices on the platform are merely indicative and may differ from international markets, albeit slightly.

6. Price gaps during weekends and daily market stops, as well as when regular or sudden economic reports are issued, or any other reason that would cause major changes in the markets, which leads to making a big difference in prices, which leads to the inability to carry out orders within that gap.

7. The most important things to know before trading:

- The client should be aware of the terms, conditions, and obligations of the assets that can be traded by the contracting Company, as the conditions and types of trading may differ from one contract to another, such as the difference in the duration of the exercise or delivery of any option.
- The client should be aware that trading in any contract may be suspended due to emergency circumstances related to market conditions and/or the laws applicable therein, which may lead to the impossibility of liquidating the client's financial position within the period of these circumstances.
- The client must inquire about all commissions, charges, and other fees that they must pay when investing in foreign markets.
- The client must be aware of the different rules governing the various foreign markets, which leads to different rules regulating the invested (traded) contracts.
- The client must know the risks associated with trading and online and smart applications trading because they depend entirely on the technical aspect, which may be subject to sudden interruptions as a result of malfunction, maintenance, and/or hacking.



**Client's Declaration:**

The client hereby declares that they read the risks associated with trading in foreign exchanges and are aware of the high risks associated with trading in financial instruments; moreover, the client declares and confirms that they read and understood the Risk Warning Disclosure in full.

Client's Name: .....

Date: .....

Signature: .....

## Limited Power of Attorney

Client/Company Name: .....

Account/s No.: .....

In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and INGOT Financial Brokerage Ltd (the "Company") on ..... (the "Agreement");

I, the undersigned, ....., as a client of the Company, hereby authorize and appoint ..... (hereinafter referred to as "the Representative"): to carry out transactions related to my account(s) with the Company in my name and on my behalf and at my own expense, including but not limited to issuing purchase and sale orders for any of the assets, as well as receiving notices, requesting and signing statements, and other transactions on my account.

I also hereby authorize the Company to accept orders from the authorized Representative in relation to all aspects related to the instructions carried out on my account; moreover, the Representative is authorized to act on my behalf in issuing orders/instructions on my account in the same manner and with the same effect as if those instructions had been issued by me in relation to those accounts in accordance with the provisions of the Agreement.

The authorized Representative shall not withdraw or instruct to pay any amounts payable or receive any deliverable property in connection with the transactions carried out on my account to any other person except as provided for in this authorization. The Representative also has no right to change the provisions of the agreement in any way.

The authorization given under this document shall not restrict or limit any other authorization executed under the Agreement or any other agreement entered into between the Company and me from time to time. The authorization given under this Agreement shall include the Company and any of its successors or assigns.

The authorization given under this document shall have continuous effect and shall remain in force unless and until I cancel the same through a written notice to the Company; moreover, this notice of cancellation shall not be effective until actually received by the Company at its offices located at the address indicated in the Agreement or at any other address declared by

the Company in writing for that purpose; this cancellation shall not affect any orders to carry out transactions made by my representative before the Company actually receives my notice of cancellation in the aforementioned manner. This does not relieve me of any obligations or liabilities arising from the transactions or my account in general.

I hereby represent and warrant to the Company that I have full legal authorities and (in case of a company) the powers and authorities to enter into, give and execute this authorization and the power of attorney for such Client's orders, and (in case of a company) it has been duly authorized and executed by me.

The Representative is not entitled to delegate others under this authorization.

Client/Company Name: .....

Date: .....

Signature: .....

# Know Your Client

## (KYC)

Personal Information				
Name:				
Place of Birth and Date:	.....\ ..... \ .....		In.....	Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Social Status:	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed
Educational level:	<input type="checkbox"/> High School	<input type="checkbox"/> Diploma	<input type="checkbox"/> Bachelor's	<input type="checkbox"/> Master's <input type="checkbox"/> Ph.D. <input type="checkbox"/> Other.....
Nationality:				
National Number (Jordanians):				
Passport Number (Non-Jordanians):				
Residency:	<input type="checkbox"/> Resident	<input type="checkbox"/> Non-resident (Country of Residency) .....		

Address and Contact Information					
Country:		City:		Area:	
Street:		Building Number:		<input type="checkbox"/> Rental	<input type="checkbox"/> Owned Property
Mailbox:		Zip Code:		E-mail:	
Home Phone:		Work Phone:		Mobile:	

Employment Details	
<input type="checkbox"/> Public Sector Employee	<input type="checkbox"/> Business Owner <input type="checkbox"/> Private Sector Employee <input type="checkbox"/> Student
<input type="checkbox"/> Retired	<input type="checkbox"/> Housewife <input type="checkbox"/> Freelancer <input type="checkbox"/> Merchant
Other .....	
Job Title: .....	Employer: ..... Company Activity: .....
Company Address: .....	

### Estimated Annual Income

☐ Less than \$75,000
 ☐ \$150,000 – \$75,000
 ☐ More than \$150,000

### Estimated Net Worth

☐ Less than \$250,000
 ☐ \$250,000 – \$500,000
 ☐ More than \$500,000

### Source of Fund

☐ Salary
 ☐ Inheritance
 ☐ Savings
 ☐ Investments
 ☐ Grant
 ☐ Gift
 ☐ Loan
 ☐ Pension
 ☐ From Family

#### Purpose of Transactions

☐ Speculation
 ☐ Hedging
 ☐ Investment
 ☐ Risk Management
 ☐ Diversification

#### Investment purpose

☐ Short term
 ☐ Long term

### Investment Experience Level

☐ Not experienced
 ☐ Less than 3 years
 ☐ More than 3 years

### Estimated Monthly Trading Volume (Number of Contracts)

☐ Up to 50 contracts
 ☐ More than 50 contract

### Estimated Monthly Positions (Number of Positions)

☐ Up to 50 positions
 ☐ More than 50 positions

## Real Beneficiary

I declare that I am the real beneficiary of the account and that I have read and understood all the terms of the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges and its annexes.

I also hereby certify that all the information mentioned here is true and accurate, and I hereby relieve INGOT Financial Brokerage Ltd. (hereinafter referred to as "the Company") of any responsibility and/or liability whatsoever that might occur or result from the inaccuracy and/or incorrectness of such information.

I hereby accept any decision by the Company in the event of it finding out that any of the information mentioned in this disclaimer is incorrect, untrue and/or inaccurate, including closing my account at INGOT Financial Brokerage Ltd. without any liability whatsoever towards the Company.

☐ I am the real beneficiary

☐ I am the entrusted, and the real beneficiary's name is \_\_\_\_\_

## Politically Exposed Persons

I hereby certify that I am not a Politically Exposed Person ("PEP") as defined in the applicable Anti Money Laundering and Counter-Terrorist Financing laws and regulations, as I do not occupy any high position within or outside Jordan, and I am not among political, governmental, judicial or military personnel, nor am I an employee of executive positions in any government-owned company, chief of any political party or have any prominent, high-level position in any international organization, such as manager, vice-manager, board member or any similar role. Additionally, I am not a relative of any of the aforementioned persons or their families, nor a close person to any of them.

☐ Yes, I am not a politically exposed person

☐ No, I am a politically exposed person (state political position) \_\_\_\_\_

## US Citizenship

☐ I hereby certify that I am not a US citizen nor qualified for US citizenship.

## Receiving Phone Calls

☐ I have no objection to receiving a phone call from the account administrator to complete the account opening procedures.

## Company Use

☐ The identification papers necessary to open the customer's account have been completed on the date of ...../...../.....

Name and signature of the client

Name and signature of the account opening officer

Signature of the compliance officer



## Leverage Terms

This document determines the terms of the leverage, and it is considered an addendum to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges between **INGOT Financial Brokerage Ltd.** (hereinafter referred to as the "Company") and the Client.

Together with all the legal documents of the Company, they form the totality of the agreement between us.

The Client hereby explicitly acknowledges and agrees that upon opening a trading account and approving the documentation and/or email and/or ticking in the relevant space, links, or buttons approving the relevant template as may be indicated by the Company, the Client approves a higher leverage of (1:100). This expresses the Client's approval of the terms and conditions set below as may be updated and changed from time to time at the Company's sole discretion.

The Client consents that the Company changes the leverage of the trading account(s) associated with his/her account number(s) to (1:100), subject to the following terms and conditions (the "Terms"):

1. The Client consents to electronic communication in accordance with these Terms.
2. The Client acknowledges that the Company may decrease the leverage of the accounts at its sole discretion. The Company will notify the Client of such change by means of notification through the account portal.
3. The Client understands that these Terms do not impact the Company's rights under the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges to change Margin Requirements as per the terms of the mentioned Agreement.
4. The Client understands that the Company's Terms and Conditions, and all relevant policies and legal documents will continue to govern the accounts and trading activity with the Company, as amended and supplemented by these Terms.
5. The Client fully understands how orders are executed and has thoroughly reviewed the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges.
6. The Client agrees that the Company assumes no liability for any consequences that may arise from approving the leverage. And the Client accepts full responsibility and liability herein.
7. The Client acknowledges that leverage is a double-edged sword and can dramatically amplify losses. The Client also acknowledges that leveraged trading carries a high level of risk and is not suitable for all investors.
8. The maximum allowed open positions per account/Client for spot major, minor, and exotic currencies is 200 standard lots, and the leverage for major and minor currencies will be for the first 100 lots 1:100 and 1:50 for the second 100 lots. Furthermore, for exotic currencies the leverage is from 1:33 to 1:10 for the first 100 lots and 1:2 for the second 100 lots.
9. The maximum allowed open positions per account/Client for spot metals will be 200 standard lots, and the leverage for the first 100 lots of spot gold will be 1:100 and 1:50 for the second 100 lots, and for the silver will be 1:33 for the first 100 lots and 1:20 for the second 100 lots.
10. The maximum open position per account/Client for spot indices will be 1000 lots, and the

leverage will be 1:100 for the first 500 lots and 1:50 for the second 500 lots.

11. The maximum allowed open positions per account/Client for spot energies will be 1000 lots, and the leverage for the first 500 lots will be 1:50 and 1:30 for the second 500 lots.
12. The maximum allowed open positions per account/Client for future indices will be 100 lots and the leverage will be for the first 50 lots 1:100 and 1:50 for the second 50 lots.
13. The maximum allowed open positions per account/Client for future energies will be 100 lots and the leverage will be for the first 50 lots 1:30 and 1:20 for the second 50 lots.
14. The maximum allowed open positions per account/Client for future metals will be 100 lots and the leverage will be for the first 50 lots 1:30 and 1:20 for the second 50 lots except future silver, which will be 1:50 for the first 50 lots and 1:30 for the second 50 lots.
15. The maximum allowed open positions per account/Client for stocks will be 50,000 lots and the margin will be for the first 25,000 shares from 5% to 30% and 50% for the second 25,000 shares.
16. The maximum allowed open positions per account/Client for the ETFs will be 20,000 ETFs and the margin will be for the first 10,000 ETFs 20% and 30% for the second 10,000 ETFs.
17. The maximum allowed open positions per account/Client for future softs will be 50 lots and the leverage will be for the first 25 lots 1:100 and 1:50 for the second 25 lots.
18. The allowed open positions per account/Client for all instruments cannot exceed 500 standard lots.

The Client hereby understands the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges in addition to the other Legal Documents made available to the Client on INGOT Financial Brokerage Ltd.'s website (together as the **"Agreement"**) and consents and agrees to all of the terms and conditions of the Agreement set forth above. The Client acknowledges that trading in FOREX & CFD is speculative, and these are highly leveraged products which can result in losses that exceed the Client's initial deposit. These products may not be suitable for everyone, Client fully understand the risks involved and that Client shall seek independent professional advice if necessary.

I/We hereby confirm and accept the terms and conditions in this Agreement.

Full Name:

Date: