

## Notice on amending the Customer Agreement for Electronic Trading

Dear Clients,

Kindly note that some provisions of the Customer Agreement for Electronic Trading have been amended as shown below.

### 2. Qualifications of the Customer

#### Updated Text

- a) The Customer acknowledges and agrees, while possessing full legal capacity, that all the information provided in the trading account opening application, which has been completed and signed by the Customer, is true, accurate, and reflective of reality, and corresponds with the supporting documents. The Customer accepts full responsibility for any information that is found to be inaccurate or inconsistent with reality. Furthermore, the Customer agrees to notify the company in writing within two weeks of any changes to the information provided in the account opening application.
- b) The Customer shall provide the Company with information/documentation pertaining to his identification, his financial position, his experience in the field of investment, his investment objectives pertaining to the services provided and any other information requested from time to time by (i) The Capital Markets Authority; (ii) Boubyan Capital Investment Company; or (iii) as may be required under applicable law or regulation.

The Customer also undertakes to update his information periodically or whenever the Company requests it at its sole discretion.

The Customer undertakes to provide the Company with any and all information requested from time to time within three (3) weeks from the Company's request. Should the Customer fail to update his information or provide the Company with the same at least once a year and/or within three (3) weeks from the Company's request (as the case may be), the Customer acknowledges and agrees that the Company shall be vested with the absolute and unconditional right to automatically (without the need for any notice or any other action) freeze his account and suspend trading transactions for an indefinite period until such time the Customer updates or provides such information or data in form and substance acceptable to the Company in its sole discretion.

#### Previous Text

- a) The Customer declares that all the data set forth in the trading account opening application, which was completed and signed by the Customer, are true, accurate, and identical with the customer's supporting documents. The Customer shall be fully liable for any data that is inconsistent with the facts. The Customer undertakes to notify the Company in writing within two weeks of any changes which might be introduced to the data set forth in the account-opening application.
- b) The Customer shall provide the Company with information/documentation pertaining to his identification, his financial position, his experience in the field of investment, his investment objectives pertaining to the services provided and any other information requested from time to time by (i) The Capital Markets Authority; (ii) Boubyan Capital Investment Company; or (iii) as may be required under applicable law or regulation.

The Customer also undertakes to update his information referred to above at least once a year and /or as may be requested by the Company from time to time in its sole discretion.

The Customer undertakes to provide the Company with any and all information requested from time to time within three (3) weeks from the Company's request. Should the Customer fail to update his information or provide the Company with the same at least once a year and/or within three (3) weeks from the Company's request (as the case may be), the Customer acknowledges and agrees that the Company shall be vested with the absolute and unconditional right to automatically (without the need for any notice or any other action) freeze his account and suspend trading transactions for an indefinite period until such time the Customer updates or provides such information or data in form and substance acceptable to the Company in its sole discretion.

#### 4. Payment and Financial Settlement

##### Updated Text

c) Unless there is a conflict with the terms and conditions of the present agreement and the ability of the assets to be liquidated, the Customer will be entitled to withdraw from the account by sending a letter to the Company expressing his desire to do so, taking into account the deduction of due fees, charges and expenses, knowing that any cash transfer shall be made between the account and the bank account of the Customer. Accordingly, the Company shall take all steps and procedures within a commercially reasonable period of time for the Customer to withdraw all or part of the fund deposited in the account provided that (1) the account is not pledged in favor of any creditor, (2) there is no judicial or non-judicial dispute between the Customer and the Company or between the Customer and any other third party with respect to the account, (3) there is no legal obstacles that may hinder the completion of the withdrawal operation (as determined by the Company in its sole discretion), and (4) there is no conflict between the Customer's request and the terms and conditions of the investments and markets vested by the Customer such as ability of the assets to be liquidated.

i) In the event that the Customer intends to undertake a currency conversion, the rate applicable to this conversion will be displayed on the Trading Platform. In the event that the relevant currency is not displayed on the Trading Platform, the Company will communicate the applicable rate by any available means, e.g. telephone, e-mail, etc., without the need for Customer prior approval for this rate.

For the purpose of this Clause, Trading Platform means [Boubyan Brokerage Trading Platform (Web and Mobile Applications)].

##### Previous Text

c) The Company shall deposit the sale proceeds, in the event of executing selling orders, as set forth in this Agreement, to the customer's Trading Account with the Company within the period specified by the Exchange less the Company's and Exchange's commission and any expenses, costs or other expenditure incurred by the Company. However, the Customer may only withdraw the proceeds of such a sale during the period specified by the Company.

N/A

#### 7. Details of the Fees, Commission and Taxes

##### Updated Text

The Customer shall pay the Company the commission and expenses as detailed in Appendix "A" and "B" attached hereto in consideration of the services the Company provides to the Customer. The Company reserves the right to increase such a commission provided it notifies the Customer thereof by email and/or SMS as communicated to the Company by the Customer.

##### Previous Text

The Customer shall pay the Company the commission and expenses as detailed in Appendix "A" attached hereto in consideration of the services the Company provides to the Customer. The Company reserves the right to increase such a commission provided it notifies the Customer thereof. Such an increase shall be subject to Customer's approval which may be implied through continuing to avail the services of Boubyan Brokerage after being notified of such an increase.

## 18. Amendment of the Agreement

### Updated Text

The Customer acknowledges that the Company may make any amendments to this Agreement at any time by adding additional terms and conditions to this Agreement and / or canceling any terms and conditions herein, by introducing and giving notice of those amendments and the effective date thereof on the electronic Portal of the Company and notifying the Customer thereof by email and/or SMS as communicated by the Customer provided to the Company.

The Customer acknowledges that he shall be bound by those amendments if he uses Boubyan Brokerage after the effective of those amendments whether he received the notification by email and or SMS or not.

### Previous Text

The Customer realizes that the Company may make any amendments to this Agreement at any time by adding additional terms and conditions to this Agreement and / or canceling any terms and conditions herein, by introducing and giving notice of those amendments and the effective date thereof on the electronic Portal of the Company and notifying the Customer thereof by email at the email address provided to the Company.

The Customer acknowledges that he shall be bound by those amendments if he uses Boubyan Brokerage after the date of making those amendments.

## 19. Potential Errors

### Updated Text

19. Potential Errors

### Previous Text

19. Potential Errors

## 30. Mechanisms and procedures of the Company's business continuity in the event of an unexpected interruption or a suspension has occurred

### Updated Text

- a. Process for the handing over of customers' Assets: In the event the customer requested so or the contract with the customer is not renewed or terminated or in the event of cancellation or non-renewal of the license of the person licensed by the Capital Markets Authority, the Company shall follow the following process relating to the handing over of customers' Assets to them or to those involved in their holding or management:
  - For securities listed on Boursa Kuwait, the Company is required to transfer such securities in the name of the customer directly, either through the Kuwait Clearing Company or any clearing agency and to the extent that the Kuwait Clearing Company, the clearing agency or Boursa Kuwait allow such transfer or to transfer the securities in the name of the Customer with another licensed person in the State of Kuwait.

### Previous Text

N/A

N/A

- For securities listed on Tadawul (Saudi Stock Exchange), the Egyptian Stock Exchange or any of the other international exchanges, the Company is required, at the request of the customer, to transfer the securities to the customer's account with another broker/custodian in the jurisdictions that permit it, provided that the customer meets the conditions and requirements followed in the relevant jurisdictions. In the event the customer does not meet the conditions applicable in these jurisdictions or transfer of securities is not allowed in any of these jurisdictions, the customer agrees that the Company shall sell the securities constituting the assets of the portfolio at the prevailing price on the day of sale determined by the Company and transfer the proceeds of sale in various currencies to his linked bank account at the exchange rate prevailing with the bank on the day of the transfer, if any, at the Company's absolute discretion. N/A
  - For securities listed on other GCC markets, the Company is required to sell such securities and transfer the proceeds of sale in various currencies to the customers' linked bank account at the prevailing exchange rate of the Bank on the day of the transfer, if any, at the Company's sole discretion. N/A
  - For unlisted securities and for which there is no resale market, the Company is obliged to transfer such securities in the name of the customer directly, or in the customer's name with another licensed person, to the extent permitted in the relevant jurisdiction. N/A
  - For the cash, the Company will transfer liquid funds (in different currencies) to the linked bank account. N/A
- Further, the Customer declares that the Company shall not be liable for any losses, damages, claims or lost opportunities which the Customer may suffer as a result of the liquidation or transfer of the Portfolio's Assets. N/A
- b. The Company maintains business continuity and disaster recovery plans that will support its ability to conduct business in the event of a business disruption, including an alternative location for doing business. N/A
  - c. The business continuity plans include but are not limited to testing, accountability, and corrective actions designed for implementation. It also includes summaries of disaster recovery and business resilience scenarios. The Company's plans are tested annually, and precautionary steps are taken to minimize service interruption (if necessary). N/A

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| d. The Company reserves the right to modify or update its plans as needed from time to time, without notice to the Customer. | N/A |
| e. The Customer acknowledges that he took note of the business continuity and disaster recovery plan.                        | N/A |

## Appendix «B» - Fees & Commissions for International Markets

Updated Text	Previous Text
<p><b>US Markets</b></p> <ul style="list-style-type: none"> <li>• 0.20% of transaction value</li> <li>• Minimum commission of USD20</li> <li>• Minimum amount for transfer is USD3,000</li> <li>• American Depository Receipt (ADR) Fees/ Conversion: USD25 plus pass through fees from ADR sponsor and/or third parties.</li> <li>• Shares priced less than USD1, an additional USD0.002 per share will apply to the commission, with a max addition of 0.75% from the trade value</li> <li>• An additional USD0.001 per share will be added for Pre and Post Market sessions</li> <li>• An additional USD0.5 per share will be added for Overnight Session</li> </ul> <p>Certain exchanges, professional associations and/or regulatory authorities may impose fees, taxes, charges and/or duties on transactions conducted by the client. All such fees, taxes, charges and/or duties including (SEC/TAF/ ADR fees) will be passed through to the client and deducted from the client's account with Boubyan Capital Investment Company.</p>	<p><b>US Markets</b></p> <ul style="list-style-type: none"> <li>• 0.20% of transaction value</li> <li>• Minimum commission of USD20</li> <li>• Minimum amount for transfer is USD3,000</li> <li>• ADR Conversion/ USD25 plus pass-thru fees from ADR sponsor/third parties</li> </ul> <p>Certain exchanges, professional associations and/or regulatory authorities may impose fees, taxes, charges and/or financial duties on transactions conducted by the client. All such fees, taxes, charges and/or duties (including the US Securities and Exchange Commission fees and the US Financial Industry Regulatory Authority fees) will be borne by the client and deducted directly from the client's account with Boubyan Capital.</p>

The above amendments shall come into force after 10 days of the publication of this notice and the terms noted under the Agreement shall continue to apply except as amended above.