

Non- Discretionary Investment Agreement

This Agreement is made in Amman this..... day of by and between:

1. Capital Investments, a limited liability company incorporated under the laws of the Hashemite Kingdom of Jordan (hereinafter referred to as “Capital Investments”),

And

2., an individual with ID or passport number or a company incorporated under the laws of (hereinafter referred to as the “Client”).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

Whereas the Client wishes to appoint Capital Investments to administer on behalf of the Client certain Securities (as herein defined); and

Whereas Capital Investments is willing to do so on terms and conditions set forth in this Agreement;

Now therefore, the Parties hereto, agreed as follows:

1. Definitions:

Account	shall mean each account that is opened by Capital Investments for the benefit of the Client to administer the Client’s Securities, Services and dealings in accordance with this Agreement. The Client shall be provided with the Account identification number once the Account is opened.
Agreement	shall mean this Agreement and any Schedule forming part of the Agreement, Appendix or Annexure attached thereto.
Authorized Person	shall mean the person or persons authorized to give on behalf of the Client Instructions, notices or other communications to Capital Investments in accordance with the terms and conditions of this Agreement.
Services	shall mean non-discretionary Securities trading in the Arab and international markets and such other services as may be provided by Capital Investments under this Agreement and as Capital Investments may be permitted to provide under applicable law.
Securities	shall mean (i) any bond, sukuk, debenture, note, mortgage or other evidence of indebtedness, share, stock, unit or any certificate, receipt, options, warrant or other instrument (whether or not such Securities are publically traded) representing rights to receive, purchase or subscribe for the same or evidencing or representing any other rights, interest therein, (ii) all money rights or property that may at any time be offered or accrue in respect of any of the foregoing or evidencing or representing rights or interest therein, (iii) any other instrument or investment as Capital Investments may be permitted by applicable law to transact in on behalf of the Client at any relevant time, or (iv) any document, instrument or writing commonly known as a security.
Instructions	shall mean instructions by the Client to Capital Investments in relation to Securities, given in accordance with Clause (3) hereof and this Agreement.

2. Appointment:

2.1 The Client hereby appoints Capital Investments, and Capital Investments hereby accepts the appointment, to perform the Services on a onetime, ongoing or periodic basis, as the case may be. The Services shall be provided on a non-discretionary basis and accordingly Capital Investments shall not execute any transactions or orders in the Client’s name, for his account or on its behalf without first receiving Instructions from the Client, unless otherwise stated in this Agreement.

2.2 The Client hereby irrevocably authorizes Capital Investments to:

- (i) Establish and maintain an Account for purposes of the Securities. The Account may be opened at any licensed bank at Capital Investments’ discretion and shall be used to enable the Client to deposit its funds for the purposes of this Agreement. Funds to be deposited by the Client pursuant to this Agreement shall be allocated by the Capital Investments for the purposes of providing the Services for the benefit of the Client and shall be separate from Capital Investments’ other funds and money.
- (ii) Deposit and withdraw money or other Securities and settle transactions from the Account as stipulated in this Agreement; and

- (iii) Subject to the terms and conditions of this Agreement, execute transactions (where applicable, in the name of Capital Investments) on behalf of the Client.

3. Mandates and Instructions:

- 3.1 The Client shall from time to time provide Capital Investments in writing with the names and specimen signatures of the Authorized Person(s) who shall be authorized to give Instructions on behalf of the Client in respect of any of the matters referred to in this Agreement. The Client hereby authorizes Capital Investments to act upon any Instructions given or purported to be given by an Authorized Person until receipt of written notice by the Client of that person ceasing to be an Authorized Person. Capital Investments shall not be bound to inquire as to the propriety of any Instructions so given or to investigate or confirm the actual authority of any Authorized Person.
- 3.2 It is agreed and understood that Capital Investments shall not have the discretion to place or execute any orders for the Client's account and orders will only be executed for the Client's account on the Client's Instructions and the Client shall retain all decision making power and trading authority. All Instructions hereunder must be given by an Authorized Person.
- 3.3 By giving an Instruction, the Client unconditionally and irrevocably appoints Capital Investments as its agent, with full power of delegation and substitution, to deal with any brokers, custodians, fund managers, agents, middlemen, counterparties or others, to execute and deliver any documents and take any other action which may be deemed necessary or appropriate by Capital Investments in order to execute the transactions and other dealings or trading relating thereto or connected therewith pursuant to such Instructions.
- 3.4 Unless otherwise agreed to by Capital Investments, the Client shall give Instructions through an Authorized Person in writing to Capital Investments' address set forth in Clause (16) of this Agreement. Capital Investments shall be entitled, without liability to it, at all times during the term of this Agreement to accept as valid any Instructions given in accordance with this Clause (3), including Instructions given via telephone and/or emails. Capital Investments is expressly authorized to accept and rely upon facsimile copies of any written documents. In this regard the Client shall duly execute, at the time of execution of this Agreement, the form of Communication Indemnity Form that is included in Annex 1 to this Agreement. In the case where Capital Investments agrees to act on telephonic Instructions, said Instructions shall be confirmed as soon as practicable by the Client in writing by post, courier or fax, however, such Instructions shall be binding irrespective of the Client's failure to provide the written confirmation. Telephone recordings shall be conclusive evidence of all Instructions given via telephone.
- 3.5 All Instructions shall take effect when actually received by Capital Investments and shall continue in full force and effect and shall be binding on the Client until cancelled or suspended by new Instructions from the Client, provided always that nothing herein contained in this Agreement shall invalidate anything done by Capital Investments pursuant to any earlier Instructions prior to the receipt of any new Instructions.
- 3.6 Instructions may be cancelled or amended in the same manner as they may be given. Cancellation and amendment of Instructions shall be subject to timely receipt by Capital Investments and shall be limited to the unexecuted portion of any prior Instruction.
- 3.7 Capital Investments shall be under no obligation to accept any Instruction and in specific shall be entitled to refuse same:
 - (i) If such Instruction was given in a manner otherwise than set forth herein;
 - (ii) it believes was not given by an Authorized Person;
 - (iii) it considers to be unclear or ambiguous;
 - (iv) Where it determines that acting on such Instructions would result in a breach of any law, regulation or constitutional document applicable to Capital Investments;
 - (v) Where it determines that a restriction exists or a permit is required under any applicable law or regulation or under the governing documents of any Securities that acts as an impediment or prevents it from acting on the Instruction, including without any limitation, any restriction in the governing documents on sale, purchase or transfer of the Securities; and/or
 - (vi) It believes that the Client does not have (or will not have, at the relevant time) sufficient cash or assets to satisfy the obligations arising from such Instruction.

In each case, Capital Investments will use all reasonable efforts to notify the Client that such Instructions cannot be accepted. Capital Investments' refusal to accept any Instructions for any reason whatsoever shall not be considered as a breach of its obligations hereunder.

- 3.8 While Capital Investments shall make reasonable efforts to inform the Client of any change in its address and/or facsimile number, the Client acknowledges that it shall be the duty of the Client to ascertain whether or not the fax number and/or address to which the Instructions are to be addressed are in service and/or remain unchanged and

Capital Investments shall not be responsible for any loss or damage sustained by the Client as a consequence of such Instructions remaining undelivered or being delivered to an incorrect or invalid address or fax number.

3.9 The Client acknowledges that it will be responsible as a principal for settlement of all transactions effected by Capital Investments pursuant to Instructions given or purported to be given by an Authorized Person and for performing all obligations and meeting all liabilities pursuant to this Agreement. In settling any transaction, Capital Investments acts on behalf of the Client and it shall not be liable for any risk of settlement failure or counterparty default. The Client acknowledges that the rights and obligations of the parties under this Agreement shall not be affected by any agreement or relationship between the Client and any other person.

3.10 Capital Investments shall use all reasonable efforts to effect a transaction as instructed by the Client, but shall be under no liability for any loss or expense that the Client incurs by reason of any delay, market disruption, external error or change in market conditions before executing any particular transaction.

4. Authority of Capital Investments:

4.1 Unless otherwise agreed in writing by the parties or provided for in this Agreement, Capital Investments will:

- (i) effect a transfer of Securities and cash into or out of the Account in pursuance of the purchase or sale (as the case may be) of any Securities in accordance with the Client's Instructions;
- (ii) collect and receive all dividends, income, principal, interest, and proceeds from transfer and other payments or capital distributions with respect to the Securities held by Capital Investments on behalf of the Client and, unless otherwise instructed by the Client, credit such amounts to the Account;
- (iii) pay or cause to be paid from the Account all taxes and levies in the nature of taxes imposed by any governmental or quasi-governmental authority in any country on the Account, the Securities, or in any way in relation to performance of the Services by Capital Investments pursuant to this Agreement, or those that are imposed on Capital Investments on behalf of the Client in respect of any property or Securities held by Capital Investments pursuant to this Agreement;
- (iv) retain Securities that are issued as bonus or on rights basis;
- (v) Deliver to the Client the Securities upon its request and identify such Securities in its records as belonging to the Client and ensure that Securities fully segregated from its investments;
- (vi) as soon as practicable after receipt of the necessary documents, register all Securities (that are capable of registration) in a manner permitted by applicable laws and regulations and in accordance with market practice of the particular jurisdictions;
- (vii) follow the Instructions of any Authorized Person to settle any transaction, provided that Capital Investments' obligation to settle transactions shall be conditional on there being in the Account sufficient cash or, as the case may be, relevant Securities in deliverable form. Notwithstanding the foregoing, if the Account contains insufficient funds to settle a transaction, Capital Investments may, but shall not be obligated, to advance the amount necessary to settle the said transaction. The amount of any such advance shall be deemed a loan from Capital Investments to the Client, repayable on demand and bearing interest accruing from the date such loan is made up to the date such loan is repaid at a rate per annum equal to (11.5 %);
- (viii) Follow the Instructions of any Authorized Person to make any capital contributions that are required to be paid as per the applicable laws or governing documents of the Securities. Capital Investments' obligation to make such capital contributions shall be conditional on there being in the Account sufficient cash to make such payment, it being understood and agreed that Capital Investments shall not be responsible for any loss or damage, including without limitation, any dilution or diminution in the value of the Securities that may occur due to its failure to make the aforesaid capital contribution where such failure was caused by the failure of the Client to maintain sufficient funds in the Account. Notwithstanding the foregoing, if the Account contains insufficient cash to pay the capital contribution, Capital Investments may at its sole discretion, but shall not be obligated, to advance the amount necessary to settle the payment. The amount of any such advance shall be deemed a loan from Capital Investments to the Client, repayable on demand and bearing interest accruing from the date such loan is made up to the date such loan is repaid at a rate per annum equal to (11.5 %);
- (ix) It shall be the Client's responsibility to instruct Capital Investments on matters relating to the exercise of voting rights or the exercise of other rights or obligations (including any conversion or subscription rights) and upon any other specific action pertaining to the Securities, such Instructions to be received by Capital Investments before close of business at least 10 business days prior to the last day (i) on which the decision of holders of the relevant Securities must be received in order to be validly given, or (ii) by which an obligation must be fulfilled. In the event that Capital Investments receives the Client's written Instructions with respect to the manner in which voting rights are to be exercised or obligations are to be fulfilled, Capital Investments shall endeavor to exercise such voting rights and obligations in accordance with such Instructions;

- (x) Upon termination of this Agreement, deliver to the Client or as the Client shall direct, all Securities and documents of title belonging to the Client;
- (xi) To receive and hold for the account of the Client, all securities received by Capital Investments as a result of a stock dividend, share sub-division, reorganization, or capitalization of reserves or otherwise;
- (xii) To deal with bonus issues, warrants and other similar interests offered to or received by Capital Investments in respect of the Securities as the Client may instruct; and
- (xiii) For the purpose of enabling Capital Investments to carry out Instructions, the Client confers on Capital Investments all powers, authorities and discretions which are necessary for or reasonably incidental to, or customary in, enabling Capital Investments to carry out the Client's Instructions and the Client agrees and undertakes to ratify all such actions or steps that Capital Investments may take in exercise of such powers, authorities and discretions. The powers, authorities and discretions of Capital Investments shall, without limitation, include the power to enter into and perform all contracts, agreements, and other undertakings that may, in the opinion of Capital Investments, be necessary, advisable or incidental to the execution of the transactions and/or to the performance of its obligations under this Agreement.

4.2 Capital Investments shall have a general lien with a power of sale and a right to set-off over all Securities, deposits and other investments including any proceeds thereof which are held by Capital Investments for the Client to discharge all of the Client's obligations to Capital Investments under this Agreement.

5. No Advice and No Recommendations:

The Client acknowledges and agrees that whilst officers of Capital Investments may bring potential investment opportunities to the attention of the Client through circulars or notices or through handouts of copies of prospectuses, factsheets, private placement memoranda and similar documents ("Offer Documents") relative to potential investments, Capital Investments does not provide investment advice or any consultancy on the merits of a particular investment or its suitability as an investment vis-a-vis the Client and assumes no fiduciary duty in its relation with the Client. Transactions to be executed based on the Client's Instructions pursuant to this Agreement shall be at the Client's own risks and responsibility.

6. Trade and Settlement Procedures:

- 6.1 All transactions effected under this Agreement will be subject to the rules and customs of the exchange or market and/or any clearing house through which the transactions are executed and to any applicable law and the governing documents of the relevant Securities. The Client understands that transactions may be governed by foreign laws, rules and jurisdictions and the Client hereby accepts all consequences and risks in this respect and with no liability on Capital Investments' part.
- 6.2 Capital Investments may combine sales or purchases on behalf of the Client with sales or purchases on behalf of other clients or its own sales or purchases and where this results in a number of transactions at different prices, may average the prices obtained so that all the clients involved in the transactions pay or receive the same average price. Such combination may result in the Client obtaining sometimes a more and sometimes a less favorable price than have been achieved had the transactions been executed separately.
- 6.3 The Client authorizes Capital Investments to conduct any foreign exchange transactions, at such rates of exchange as may prevail from time to time, that Capital Investments deems reasonable or necessary to carry out transactions or to protect Capital Investments' rights under this Agreement, and the Client agrees to assume all risks associated with foreign exchange and currency conversion.
- 6.4 Capital Investments may, but shall not be obliged, to act on the Client's Instructions to purchase Securities without first receiving the funds relative to their purchase.

7. Fee Structure and Taxes:

- 7.1 The Client agrees to bear all fees, transaction costs, wire transfer costs, banking charges, governmental levies, stamp duties, custody fees and any such related expenses associated with any Securities or trade transaction entered into under this Agreement, including but not limited to, any fees and commissions, taxes, registration fees, commissions, custody and agency fees and all other fees in accordance with the Fee Structure outlined in the Fee Schedule attached herewith as Annex 2. All such fees, costs, expenses and taxes to be imposed whether in Jordan or in any other jurisdiction in connection with the Services shall be the sole responsibility of the Client and Capital Investments shall be fully entitled to debit same from time to time to the Account.
- 7.2 Capital Investments reserves the right to amend the fee schedule in accordance with Clause (13) of this Agreement and as it deems fit.

- 7.3 Any fees or expenses due to Capital Investments and other amounts payable may be deducted by Capital Investments at any time from any funds held by it for the Client. Information in relation to such additional remuneration and charges received by Capital Investments will be made available to the Client upon request.
- 7.5 Capital Investments shall be entitled to undertake the following in or towards the discharge of any liability under or arising out of the Services or this Agreement:
- (i) have recourse to the Securities held in custody on behalf of the Client (including placing a lien and having the right to sell or otherwise dispose of such Securities and to appropriate all or part of the proceeds thereof); and
 - (ii) be entitled to debit automatically and/or set off against any Account of the Client held with Capital Investments.

8. Client Representations, Warranties and Acknowledgments:

The Client represents warrants and acknowledges to Capital Investments on the date of this Agreement and on a continuing basis that:

- 8.1 The Client has read and understood this Agreement and has been given the opportunity to ask questions about it, and agrees that this Agreement will govern the Client's relationship with Capital Investments;
- 8.2 The Client, if it is a legal entity, has obtained all necessary consent and taken all necessary actions to authorize it to enter into this Agreement and to perform its obligations hereunder;
- 8.3 The Agreement and each Instruction and transaction consummated pursuant to such Instruction has been duly authorized, executed and delivered by the Client and constitute the Client's valid and binding obligation;
- 8.4 Any information that the Client has provided or may in the future provide (including such information as Capital Investments may reasonably request in writing) is complete, accurate and not misleading in any material respect;
- 8.5 The Client has the necessary level of experience and knowledge to understand the risks involved in transactions involving securities and Capital Investments is entitled to assume that the Client is able financially to bear any related investment risks;
- 8.6 The Client will undertake a due diligence exercise in connection with the Securities in respect of which it will issue transaction Instructions under this Agreement including but not limited to reviewing offer documents (if any) relative to such securities in order to understand the risks involved in the investment and the restrictions on entry and exit into and from the prospective investment;
- 8.7 The Client will be the legal and beneficial owner of the Securities, cash and other investments that will be held in the Account and that no other person has any legal or beneficial interests in the same;
- 8.8 The Client acknowledges that only the records and books of Capital Investments shall be deemed to constitute conclusive evidence in case of any dispute. The Client waives any right to object to or challenge the correctness of all such records and books;
- 8.9 The Client acknowledges that Instructions may be carried out only on such days and on such times when Capital Investments and relevant markets are open for business;
- 8.10 The Client acknowledges that Securities that are subject to this Agreement will not be guaranteed or insured and that investment in such Securities is subject to risk of incurring loss which may be substantial;
- 8.11 The Client acknowledges that it will not instruct Capital Investments to carry out a transaction unless the Client is perfectly familiar with such transaction and with the rules and customs of exchanges or markets where the transaction will be executed;
- 8.12 The Client acknowledges that it is aware of foreign ownership limitation in specific jurisdictions and bears all risks arising out of or in connection with such regulations;
- 8.13 That the Client is fully aware of the relevant laws and regulations (including tax laws) that may be in force in the jurisdictions in which the Securities may be held by Capital Investments on behalf of the Client and that the Client shall observe and comply with the same; and
- 8.14 That the opening, use and operation of the Account shall be governed by the terms and conditions contained in this Agreement, the Terms and Conditions of the bank at which the Account shall be opened and to any guidelines, rules and regulations as may be prescribed by law or any other depository or regulatory body in any relevant jurisdiction.

9. Limitation of Liability:

- 9.1 Capital Investments shall not be liable for any diminution in the value or number of the Securities.
- 9.2 Capital Investments shall not be liable for losses of any kind which may be incurred by the Client as a result of the provision of the Services by Capital Investments or as a result of Capital Investments exercising or failing to exercise any or all of its rights, obligations and discretions as provided under this Agreement. Without limiting the generality of the foregoing, Capital Investments shall not be liable for losses of any kind resulting from:
- (i) any Securities being registered in the name of or held by Capital Investments,
 - (ii) any act or event which Capital Investments takes or does or omits to do in relation to the Securities made pursuant to this Agreement or in consequence of carrying out any Instructions of the Client hereunder;
 - (iii) any act or omission taken or suffered by Capital Investments in connection with the Securities, the governing documents of the Securities or its capacity as holder of the Securities;
 - (iv) any delay or failure to sell, purchase or transfer the Securities if such failure or delay is caused by factors that are beyond its control such as the existence of any restrictions or requirements that may apply to the sale, purchase or transfer of Securities pursuant to any applicable laws, regulations or the governing documents of the Securities;
 - (v) dissolution, for any reason whatsoever, of the issuer of the Securities or the entities which the Securities form part of; and/or
 - (vi) Capital Investments carrying out Instructions believed by it in good faith to be genuine and to have been given by an Authorized Person.
 - (vii) The enactment, issuance or enforcement of any laws, regulations, instructions or orders and whether governmental, regulatory or judicial rendering and/or declaring the Services, the transactions or any part thereof executed by Capital Investments hereunder, or in general that any or all dealings conducted under this Agreement as unlicensed, illegal or null and void.
- 9.3 Under no circumstances shall Capital Investments, nor its respective directors, employees, advisors or agents be liable to the Client for any indirect or consequential losses and expenses, including any failure to realize any profit, advantage or opportunity, regardless of whether the possibility of such losses and expenses was disclosed to, or could reasonably have been foreseen by Capital Investments and whether arising in contract, tort or otherwise.
- 9.4 Capital Investments shall exercise reasonable professional care in the selection of third party service providers in connection with this Agreement, but any third party shall act as an independent contractor, not as agent of Capital Investments, and Capital Investments shall not be liable or responsible for any act, omission, default of any such party nor shall Capital Investments be responsible for any losses, damages, liabilities or expenses incurred by the Client arising from the failure of any such party to perform its functions correctly or within the customary or requisite time, or from the insolvency of any such party.

10. Indemnity:

- 10.1 The Client shall indemnify Capital Investments and its respective officers, directors, shareholders and employees and shall keep same fully indemnified at all times against any and all claims, losses, liabilities, damages, fees, costs and expenses of any kind which may be incurred by any of them and all actions and proceedings which may be brought against any of them in connection with:
- (i) the provision of the Services;
 - (ii) Capital Investments relying on any of the Client's undertakings and representations under this Agreement;
 - (iii) Capital Investments having incurred obligations to any third party in the course of carrying out its obligations under this Agreement and in the provision of the Services, including the obligation to pay capital contributions in its capacity as holder of the Securities, and incurring any tax liability to any tax authority in any jurisdiction; and/or
 - (iv) default or breach by Capital Investments of any obligations that apply to it in its capacity as holder of the Securities, including without limitation, default, breach or any liability arising under the governing documents of the Securities or any delay or failure to sell, purchase or transfer the Securities where such failure or delay is caused by factors that are beyond its control such as the existence of any restrictions or requirements that may apply to the sale, purchase or transfer of Securities pursuant to any applicable laws, regulations or the governing documents of the Securities.
- 10.2 The Client shall indemnify Capital Investments and its respective officers, directors, shareholders, representatives, employees, agents and contractors and shall keep same fully indemnified at all times against any and all claims, losses, liabilities, damages, fees, costs and expenses of any kind which may be incurred by any of them and all actions and proceedings which may be brought against any of them in connection with dissolution, for any reason whatsoever, of the issuer of the Securities or dissolution of the entities which the Securities are part of.

11. Confidentiality:

- 11.1 Except as required by applicable law, rule or regulation, or in order to perform the Services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.
- 11.2 For purposes of performance of the Services, the Client hereby consents and authorizes Capital Investments to disclose, to the extent as Capital Investments shall deem necessary in its sole discretion, any and all information or documents it has concerning the Client, the Services, the Securities, the Client's Account and any other account(s) maintained by the Client with Capital Investments or any other matter relating to the Services under this Agreement to any of its employees or any other person appointed by it in connection with the performance of the Services, the related companies of Capital Investments or any other party as Capital Investments shall deem necessary and/or as may require by any law, regulation or in relation to performance of the Services under this Agreement.

12. Express Disclaimers:

Without prejudice to the generality of the foregoing, and for the avoidance of doubt, the Client expressly acknowledges and agrees that:

- 12.1 Capital Investments makes no representation or warranty as to the performance or profitability of any Securities and Capital Investments shall have no liability or responsibility for any decline in the value of any Securities.
- 12.2 Capital Investments shall not be in breach of its obligation under this Agreement and shall not be liable to the Client for any loss or damage or lost profit caused directly or indirectly by events or circumstances outside the control of Capital Investments (Force Majeure events), including, without limitation:
- (i) acts of God, acts of government, war, civil commotion, insurrection, embargo; and/or
 - (ii) the imposition or amendment of any governing document of the Securities, any legislation, regulation, directive or policy by any governmental body, exchange, regulatory or self-regulatory organization or market or clearing house.
- 12.3 Capital Investments reserves the right to decline to hold any Securities as nominee and shall not be required to register any Securities in its own name.
- 12.4 Capital Investments shall not be liable in respect of any delay or failure to purchase, sell to transfer any Securities if such failure or delay is caused by factors that are beyond its control and for any reason whatsoever.
- 12.5 Capital Investments shall not be responsible for notifying the Client of or forwarding to the Client any proxies, notices or other documents relating to Securities nor shall it be responsible to investigate, participate or take action with respect to any rights of attendance or voting or any subscription, conversion or other rights relating to the Securities or with respect to any creditors committee, take-over, merger, consolidation, receivership, liquidation or bankruptcy or any compromise or arrangement or class action settlement relating to Securities.

13. Waiver/ Amendment/ Invalidity:

- 13.1 **Waiver:** No failure by Capital Investments to exercise, and no delay by Capital Investments in exercising any right will not operate as a waiver thereof nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 13.2 **Amendment:** Capital Investments may amend the terms of this Agreement, the fee schedule and any of its supplementary agreements hereunder, by sending the Client a written notice describing the relevant changes. Such changes shall become effective at the date stipulated in such notice, and if no date was specified, at the date the said notice bears.
- 13.3 **Invalidity:** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

14. Governing Laws:

This agreement shall be governed by and construed in accordance with the laws of Jordan, and the parties agree to submit themselves to the exclusive jurisdiction of Jordanian courts. Notwithstanding the above, nothing contained in this Agreement shall limit the right of Capital Investments to take proceedings against the Client in any other court of competent jurisdiction.

15. Termination:

- 15.1 This Agreement may be terminated by either party by giving the other party 30 days prior written notice of its intention to terminate the Agreement. On the expiry of the notice period, the Agreement shall automatically terminate without the terminating party being required to give further notice. Notwithstanding the foregoing, Capital Investments may however give notice of immediate termination to the Client any time after the Client has contravened any of the provisions of this Agreement or after Capital Investments has determined that the Client may not be able or willing in the future to perform its obligations to Capital Investments under this Agreement or in the event that any laws, regulations, instructions or orders are issued by any competent authority in Jordan restricting Capital Investments from providing the Services or from performing all or any of its duties or obligations set out in this Agreement.
- 15.2 Termination of this Agreement shall be without prejudice to all Securities then held for the Client, to the execution or completion of transactions already initiated as Capital Investments may see fit and to the parties outstanding rights and obligations.
- 15.3 Notwithstanding such termination, Capital Investments may, as it sees fit, direct the completion, perfection, or closing out of any trade transaction at its discretion, and/or cancel any unexecuted Instructions initiated before termination.
- 15.4 Upon termination or non-renewal of the Agreement, the Securities held in the Account shall be disposed of in accordance with the Client's Instructions and as may be permitted by the applicable laws and regulations and any documents that may be binding on Capital Investments by virtue of holding the Securities, including without limitation, the governing documents relating to the Securities. If such Instructions call for the sale of the Securities, Capital Investments shall use its best efforts to effect such disposition in a manner which minimizes losses however it shall not be liable for, and the Client shall keep Capital Investments indemnified against, any losses that may be incurred in connection with such sale or that arise as a result of any delay in obeying any Instructions given under this Clause (15.4) or due to the un-availability of purchasers for such Securities where the Securities are not traded on any exchange. If such Instructions involve the transfer of Securities to the Client or to a new investment advisor, Capital Investments shall employ all reasonable efforts to abide by and fulfill the Client's Instructions in this regard.
- 15.5 Upon termination, all amounts payable by the Client to Capital Investments shall become immediately due and payable including (but without limitation):
 - (i) all outstanding fees, charges and commissions;
 - (ii) any dealing expenses incurred by terminating the Agreement; and
 - (iii) any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by Capital Investments on behalf of the Client and/or any costs and expenses incurred as a result of canceling any unexecuted Instructions.

16. Communications and Addresses:

Communication between Capital Investments and the Client shall be conducted through any or all of the following methods:

- (1). Emails
- (2). Registered Mail
- (3). Fax
- (4). Telephone Calls. Instructions received via telephone calls must be confirmed in writing by the Client immediately after providing such instructions.

All formal notices under this Agreement other than Instructions and confirmations discussed in Clause (3) above shall be in writing and shall be delivered by courier to the addresses below or to such other address as either Party may from time to time designate by written notice. A notice shall be deemed to have been received, seven days after dispatch.

The addresses of the Parties are:

If to Client:

If to Capital Investments:

Capital Investments
P.O Box, 940982
Amman 11194, Jordan
Esam Ajlouni Street building No.45, Amman- Jordan.
Fax number: +962 6 5692872
Telephone: +962 6 5200330

17. Headings:

Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement

18. Entire Agreement:

This Agreement and any Schedule forming part of the Agreement, Appendix or Annexure attached thereto, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof.

This Agreement has been executed by a duly authorized representative of each party in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

For Capital Investments

For the Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Annex 1

Communication Indemnity Form

Date:

To: Capital Investments

Subject: Indemnity Letter

In accordance of your agreement to accept instruction from me/us from time to time by email, telephone call, fax or registered mail (the "Instruction") for the operation of the above agreement without requiring written confirmation bearing an actual signature in accordance with the mandate for such account prior to acting on the Instructions, I/We confirm that:

1. You are hereby irrevocably and unconditionally authorized to act on the Instruction which, in your sole discretion you believe emanates from me/us or otherwise appears to comply with the terms of the mandate for the above agreement and you shall not be liable for so acting in any circumstances whatsoever.
2. I /We accept any instructions sent to you by email, fax, registered mail, telephone calls as conclusive evidence in any legal proceedings, and we hereby waive our right to dispute acceptance of any email, fax, registered mail, telephone calls communication as evidence for proof in any legal proceedings that may arise whether before courts, arbitration tribunal and/ or any other legal authority. In the event that we provide you with any instructions via telephone calls, we undertake to confirm to you such instructions in writing immediately after providing such instructions.
3. I/We undertake to keep you indemnified at all times against and to keep you harmless from all actions, proceedings, claims, losses, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your acceptance of the Instructions and acting thereon or as a result of any lack and or technical failure in the communication systems between us.

Name:

Signature:

Annex 2

Fee Schedule

The fees payable by the Client to Capital Investments in relation to the Services set out in the Agreement shall be as detailed below:

Asset Class	Applied Service Fees (per annum)
Equities	0.25%
Fixed income and Money Market	0.125%
Funds	0.25%
Structured Products	0.125%

- **Execution Fees are paid per transaction up to 1% when applicable**
- **Execution Fees for Fixed Income Products are up to 0.30% per transaction on the nominal value.**
- **Applied Service Fees including Custody fees are calculated annually and paid semiannually on the nominal value of the Fixed Income Investments**

Name:

Signature: