

## **Online Trading Agreement**

This agreement sets forth the terms and conditions under which Investa Financial Planning Services S.A.L (the company), shall permit you (the customer) to have access to its online platform / terminal for the electronic transmission of orders and or transactions, for your accounts with Investa Financial Planning Services S.A.L

This agreement also sets forth the terms and conditions under which Investa Financial Planning Services S.A.L shall permit the customer to monitor electronically the activity, orders and/or transactions in the customer's account and in this regards, the customer agrees hereby to the following terms and conditions:

1. **Right of Use:** By this agreement, Investa Financial Planning Services supplies the customer with an online trading platform for his own internal business purposes strictly in accordance with the terms and conditions of the company's application form, as amended from time to time. The customer also agrees to be bound by any regulations, rules, conditions and procedures related to the use of online trading services provided by the company.
2. **Access & Security:** Online Trading may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations. The company consents to the access and use in reliance upon having adopted procedures to prevent unauthorized or illegal access and use of the online trading Services. And in any event, the customer agrees to any financial liability for trades executed through the online trading services. The Customer agrees to, and acknowledges that;
  - a. He has received a login number and password, which provides access to the Online trading Services
  - b. He is the sole and exclusive owner of both the log in number and password
  - c. He is fully responsible for the use and protection of the log in number and password as well as for any transaction occurring in an account which is opened, held or accessed through the login number and password provided to the client.
  - d. He is responsible for monitoring the account and will immediately inform the company in writing should any of the following occur;
    - a. Any unauthorized use of the customer's password & login
    - b. Any difference or inaccurate number in the Customer's account balances, positions or transaction history
3. **Risk of Online Trading**
  - a- Access to the online services may be restricted or unavailable during periods of peak demands, extreme markets volatility, systems upgrades or any other reasons. The Company makes no express or implied representations, liability or warranties to the customer regarding the usability, condition or operation thereof. The Company is unable to guarantee that access to or use of the online trading Platform will not be interrupted or error free or will meet any particular criteria of performance or quality.
  - b- Under no circumstances including negligence, shall the Company or anyone else involved in creating, producing, delivering or managing the online platform be liable for any direct or indirect, incidental, special or consequential damages that result from the use or interruption of any inability to use the online trading services, or out of any breach of any warranty, including, without limitation, those for business interruption or loss or profits.
  - c- In the event that the access to the Online trading platform is restricted or unavailable, the customer agrees to use other means to place his orders or access information, such as calling the company's trading desk.
  - d- By placing an order through the Online platform, the customer acknowledges that hid order may not be reviewed by a registered representative prior to execution, and he agrees that the company is not liable to him for any losses, lost opportunities or increased commissions that may result from the customer inability to use the Online trading platform to place orders or access information.
4. **Market Data and Information:** The Company shall not be liable in any way to the Customer or to any other person for;
  - a. Any inaccuracy, error or delay in, or omission of any such data, information or message or the transmission or delivery of any such data, information or message
  - b. Any loss or damage arising from any such inaccuracy, error, delay, omission, nonperformance, interruption in any such data, information or message, due to either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the company's or any provider's control. The company shall not be deemed to have received any order or communication transmitted electronically by the customer until the company has actual knowledge of such order or communication.

**5. Representations:**

The customer acknowledges that from time to time, and for any reason, the online service may not be operational or otherwise unavailable for his use due to servicing, hardware, malfunction, software defect, service or transmission interruption or other cause, and he agrees to hold the "Company" and any provider harmless from liability of any damage (Whatsoever) which results from the unavailability of the Online service. The customer acknowledges that he has alternative arrangements which shall remain in place for the transmission and execution of orders, in the event, for any reason, circumstances which prevent the transmission and execution of all, or any portion of, his orders through the Online Service.

The customer represents and warrants that he is fully authorized to enter into this Agreement and under no legal disability which prevent him from trading, and that he will remain in compliance with all laws, rules and regulations applicable to his business.

The customer agrees that he is familiar with and will abide by any rules or procedures adopted by the "Company" and any provider in connection with use of the Online Service and he has provided necessary training in its use. The customer will not (and shall not permit any third Party) to copy, use, analyze, modify, decompile, disassemble, reverse, engineer, translate or convert any software provided to him in connection with use of the Online Service or distribute the software or the Online Service to any other Third Party.

**6. Termination:**

The "Company" may in its sole discretion, terminate or restrict the customer access to the Online Service and may terminate this Agreement at any time without any liability and without need for any compensation or indemnities. Upon termination, any software license granted to the customer herein shall automatically terminate.

**7. Indemnity:**

The customer agrees to indemnify and hold harmless the company and each provider and their respective principles, affiliates and agents from and against all claims, demands, proceedings, suits and actions and all losses (direct, indirect incurred or suffered by the company and/or providers and/or affiliates and agents arising from or relating to the customer use of online trading platform.

**8. Miscellaneous:**

The customer may not amend the terms of this Agreement. "The Company" may amend the terms of this Agreement then inform the customer (including electronic delivery). By continued access to and use of the Online Service, the customer agrees to any such amendments to this Agreement. This Agreement is the entire Agreement between the Parties relating to the subject hereof, and with respect to the Company's application form, all prior negotiations and understandings between the parties, whether written or oral, are hereby merged into this Agreement. No provisions in this Agreement shall be deemed to supersede or modify a party's right and obligations under the Company's application form.

The laws of Lebanon shall govern this Agreement and the courts of the city of Beirut shall have exclusive jurisdiction to entertain any dispute or difference whatsoever that may arise between the parties hereto.

**Customer Name**

**Investa Financial Planning Services**

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**Signature & Date**

**Signature & Date**

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