

**INVESTMENT MANAGEMENT AND CUSTODIAN  
SERVICES AGREEMENT**

This agreement made and executed on \_\_\_\_ day of \_\_\_\_\_ 201\_\_ between:

**1) INVESTA FINANCIAL PLANNING SERVICES SAL**

*of Daghelian Bldg. - Jdeideh Boulevard  
A financial Company Licensed by the Central Bank of Lebanon  
N° 43 on the list of Financial Institutions  
RC Baabda N° 65158*

*Hereinafter called **INVESTA**  
or **the Company***

and,

**2)** \_\_\_\_\_

*Whose profile particulars and address are attached herewith Exhibit (1)*

*Hereinafter called **the Customer***

• • • • •

Witnesseth as follows :

**A - GLOSSARY AND DEFINITIONS**

Unless the context otherwise clearly requires, the following terms in this agreement shall have the meaning as shown below:

- ASSETS** : Any property owned by the Customer including without limitation shares, stocks, bonds, derivatives, notes debentures and generally money market instruments.
- ASSOCIATES** : Entities related to INVESTA including its directors, offices and employees.
- BUSINESS DAY** : Any day on which banks are operating in Lebanon.
- CASH** : Any money denominated in whatever currency draft within Lebanon.
- CONTINGENT LIABILITY** : Where a transaction may require further payments, being not completed or closed out earlier.
- INSTRUCTION** : Notice request to proceed or to refrain from acting issued by the Customer to the Company either directly or by proxy.

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<b>INVESTMENT</b>	: Acquisition of Assets, subscription or purchase of financial instruments.
<b>LIBOR</b>	: London Interbank offered Rate
<b>NOMINEE</b>	: A person or company appointed to hold registered title to Assets.
<b>PORTFOLIO</b>	: Cash properties and assets invested held in the Customer's account with the Company.
<b>METALS</b>	: Gold, silver, platinum and similar metals in the market.
<b>TRANSACTION</b>	: Any operation of purchase, sale conversion, transfer or any other transaction on Assets including custody.



## **B – GENERAL TERMS AND CONDITIONS**

### **1. Services**

The purpose of this agreement is to set forth the terms and conditions upon which the Company shall provide services to the Customer, inter alia :

- Establish, maintain, operate and close any accounts to hold cash and record investment portfolio.
- Effect transactions of purchase, sale, transfer of quoted securities and other financial instruments whether bearer or registered, local or foreign, including precious metals and currencies.
- Keep the portfolio assets in safe custody.

### **2. Representations and warranties**

The Customer confirms the following representations and warranties to the Company :

- 2.1. He is the beneficial owner of the assets in the Portfolio.
- 2.2. Said assets are free from any charge, lien, assignment, encumbrance or any other security interest to third parties.
- 2.3. He undertakes not to create any charge on the Assets without prior notice to the Company.
- 2.4. He shall advise the Company without delay of any act of disposition on the Assets and shall notify the Company prior to granting any option or other right thereon.
- 2.5. He will promptly pay any calls for any unpaid sum due and payable in request of the Assets, failing which he authorizes the Company to pay on his behalf and debit his account for any sum settled.
- 2.6. He has full capacity and authority to execute this Agreement and any transaction envisaged.

- 2.7. He has read and understood the risk warnings contained herein and has obtained sufficient legal and financial advice to accept such risks.
- 2.8. This Agreement does not conflict with any laws regulations or any other agreement or obligation to which he is liable nor does it constitute a breach or a case of default.
- 2.9. No material litigation including winding-up, dissolution or bankruptcy is pending or threatened against him or any of his assets.

### **3. Instructions**

Except as otherwise provided in this Agreement, the Company shall only act upon specific instructions received from the Customer.

- 3.1. Instructions made by telephone or by fax are acceptable, subject to a disclaimer signed by the Customer. However, instructions by e-mail or any other electronic means are excluded.
- 3.2. Delegation to give instructions by proxy should be made in writing prior to implementation and shall remain in force until the customer informs the Company of the revocation or the change of the authorized signatories.
- 3.3. The Company shall not be responsible for any loss or damage occurred to the Customer as a result of the Company, acting in good faith, did accept instructions which it reasonably believes were genuine, nor for failing to give effect to instructions which could not be investigated as genuine.
- 3.4. The Customer admits that in some particular circumstances the Company might be unable to act properly upon instruction received from the Customer but which could give rise to a breach of a regulation or rule of ethics or conflict of interest. The Company shall endeavour to notify the Customer but would in no circumstances be liable to compensate any loss whatsoever.
- 3.5. The Company is formally authorized to record a phone conversation with the Customer. The recording shall be a conclusive evidence of instructions communicated and could be used by the Company as required under the applicable laws or requested by any regulatory authority or court of justice.
- 3.6. In providing the services, the Company may act in its capacity as agent on behalf of the Customer or as principal, either directly or through various clearing agents, brokers or any securities or financial institutions selected by the Company subject to customs and practices.
- 3.7. The Customer admits that when receiving an order, the Company will endeavour to place it as soon as practically feasible but in some instances no quotation can be obtained before confirming the placement. Furthermore the Customer acknowledges that while the Company is placing an order in a fluctuating market, a difference in price may well occur.  
Consequently, the Customer hereby confirms that the price fixed by the Company is held as the best price when order is processed effectively.

- 3.8. For the purpose of executing or delivering any document or undertaking any action in connection with the processing of his orders, the Customer appoints the Company as its attorney-in- fact with power of substitution.
- 3.9. The Customer acknowledges that transactions can only be processed on a business day in the relevant markets and further agrees that the Company may eventually refuse to implement instructions if held as incompatible with a rule of law or of ethics.
- 3.10. A pre-condition to implement instructions to acquire assets by the Company for the Customer is to have previously received enough funds to settle the price thereof.
- 3.11. While acting in good faith and in compliance with prudent business practices, the Company shall be saved harmless from any action, proceedings, claims, losses, damages, costs and expenses including legal fees incurred by the Customer resulting from any delay misrouting, alteration, mutilation, double dispatch by way of failure of telecommunication features or similar technical defect in the transmission of orders with any correspondent or dealer.
- 3.12. The Customer undertakes to indemnify the Company against any loss or expense howsoever arising in performing the Customer's instructions through financial institutions and brokers.
- 3.13. In the absence of sufficient funds maintained by the Customer with the Company to pay the price of Assets in compliance with purchase order issued by the Customer, the Company may at its complete discretion use assets held in the Customer's account to settle any outstanding transaction or liability of the Customer whether during the term of this agreement or after termination thereof.

#### **4 . Reporting Information**

- 4.1. The Company shall provide to the Customer by post to his last known address a confirmation of every transaction as soon as practically possible after completion. A single confirmation could be made for more than one transaction where effected to achieve one defined objective.
- 4.2. A statement of holding assets in custody shall be communicated to the Customer at least twice a year.
- 4.3. An indicative valuation of the Customer's portfolio can be provided upon request according to market value but without liability of the Company as to the accuracy of information gathered.
- 4.4. The Company shall be at liberty to disclose information to the Customer about events that could have a tangible impact on the market.
- 4.5. For avoidance of doubts, the Company makes no representation and accepts no responsibility for any information provided or communication made by it to the Customer bringing his attention to an opportunity for an investment. This should be treated as simple information provided by the Company and should in no way be relied on as recommendation or financial advice.

- 4.6. The Customer formally declares that he should resort to different sources of information and seek professional advice for the purpose of assessing the value of his Assets and or the risks of contemplated transactions in the context of the Customer's investment objectives and planning.

## **5 . Depository and Custody**

- 5.1. The Company is authorized but not obliged to take such steps as it may consider expedient and appropriate for the safe keeping of the Customer's portfolio and for safeguarding of the rights and interest related to the assets.
- 5.2. The Company shall endeavour to the extent feasible to register any document or title in the name of the Customer.  
However, the Customer acknowledges and agrees that the assets may often not be segregated from other investment portfolios carried by the Company.
- 5.3. The Customer further consents that it is not an international feasible practice to obtain from a dealer a direct confirmation addressed to the Customer on the assets purchased by the Company on his behalf.  
Consequently, the portfolio assets in registrable form may be recorded either in the name of the Company or in the name of a nominee appointed by the Company.
- 5.4. The Customer acknowledges and agrees that regulatory requirements and practices customarily applicable in foreign countries differ from the rules and regulations governing the subject matter in Lebanon.  
As a consequence, the Customer agrees that the assets held without segregation may not be validly protected in case of bankruptcy of the financial institutions with regard claims made by their general creditors.
- 5.5. Assets in bearer form will be physically held by the Company in safe custody or for the Company's account by a central depository or a sub-custodian selected by the Company.
- 5.6. The Company shall endeavour, to the best of its ability when advised, to claim and collect dividends, interest conversion rights or other entitlements due to the Assets in custody.  
To this effect the Customer hereby grants the Company the authority to act on his behalf and undertakes to provide the Company with whatever power-of-attorney in the form required if need be.
- 5.7. Unless the Customer otherwise instructs, the Company shall, without assuming any liability, use its discretion in exercising the voting rights on behalf of the Customer when called to attend on his behalf. The Company might seek specific instructions from the Customer failing which the Company shall act as it considers appropriate and convenient.
- 5.8. The Company is allowed to deduct taxation from any income obtained in favour of the Customer without reference to him.
- 5.9. The Company shall be at liberty to continue and aggregate orders of its customers and commingle the Customer's Assets with similar assets of others.

- 5.10. The Customer acknowledges that the Company is bound to comply with any law, regulation and directive from the Government or the Regulator to take or refrain from taking action.

## **6 . Standard of Care**

- 6.1. While exercising a reasonable care in placing orders or in safe keeping assets for its customers through agents, brokers, dealers, custodians, depositories or financial institutions and correspondents, the Company shall bear no responsibility for losses or damages incurred by the Customer arising from the failure or default of any such third parties in performing their duties or functions accurately and within the requisite time. This waiver includes the loss of opportunity and the decline in value of assets resulting from acting or omitting to act properly and on time.
- 6.2. The Customer acknowledges and agrees that the Company or any person or entity related to it may have a material interest in the contemplated transactions. Such interest need not to be disclosed to the Customer who admits that the Company could well be entitled to commission or other benefit from a transaction carried out for the Customer.
- 6.3. Although the Company shall endeavour to check that an instrument or security certificate is on its face genuine, the Company shall in no way be liable to verify the effective validity and authenticity of such title and shall therefore not be held liable for any defect invalidating such instrument or security certificate.
- 6.4. The Customer acknowledges that transactions relating to some investments or dealings may require providing margins in such amounts as the Company may specify. Consequently, the Customer undertakes to meet such calls for margin payments on due time failing which the Company shall be at liberty to close out the Customer's position without prior notice and at the Company's full discretion to debit the Customer's account for any shortfall and to claim for the balance.

## **7. Lending and Credit Facilities**

- 7.1. The Company may at its discretion comply with the Customer's request to grant him credit facilities for the purpose of either:
- Finding purchase and investment activities, or
  - Meeting other payment obligations to provide margin calls.
- 7.2. The Customer undertakes to pay interest on such outstanding indebtedness and to settle same at maturity or at the Company's first request for whatever reason.
- 7.3. As security for the Customer's obligations thereunder all his funds, assets, rights, titles and interests are hereby pledged, charged and assigned to the Company until full satisfaction of the Customer's liability in principal, interest, charges and expenses including legal costs and reasonable professional fee.
- 7.4. The Company shall be entitled to block any money held for the Customer until such time he settles all liabilities due either as a result of lending or for payment of the Company's fee and commission according to the scale attached and its amendments.

- 7.5. If the Customer fails to settle any outstanding indebtedness or liability when due or if the Customer is in breach of any other obligation or undertaking hereunder, the Company shall be entitled at its absolute discretion and without reference or notice to the Customer to:
- i) Close out, reverse, cancel any order, position, contract, transaction, deal or commitment.
  - ii) Sell or realize any portfolio asset in order and to the extent necessary to meet any liability whatsoever of the Customer vis-à-vis the Company or any of its agents.
  - iii) Apply any proceeds by way of set-off towards discharging the costs of such closure, sale or disposal and to settle the outstanding liability due by the Customer without prejudice to other rights of the Company to record charges and liens over the assets of the Customer whether detained by the Company or elsewhere as a cover for any balance due.

## **8. Assignment**

- 8.1. The Company may at any time discretionary assign all or part of its rights and benefits under this agreement to another financial entity in order to share risks and profits.
- 8.2. The Company may sub-contract for brokerage purpose any provision of this agreement. This includes sharing information and securities covering risks pertaining to carry on orders and to implement instructions on special market conditions.
- 8.3. The Customer waives any secrecy obligation with respect his portfolio in favour of the Company, its directors, employees, agents and Associates, or any other person or entity that the Company may select for the purpose of carrying out orders or transactions for the Customer and on his behalf.

## **9. Termination**

- 9.1. This agreement may be terminated by either party giving not less than 10 days prior written notice to the other.
- 9.2. The Company may however cancel this agreement without notice in case of breach by the Customer of any of his obligations.
- 9.3. This agreement will automatically end on the Customer's death or total declared inability.
- 9.4. On the termination, the Company may decide at its discretion to perform completion of an outstanding order for a transaction or to close out same.
- 9.5. As soon as practically possible after termination and provided that the Customer had settled all outstanding liabilities, the Company shall deliver to the Customer or to his legal representatives all assets, instruments, documents of title when received from the brokers, together with a statement of the transactions carried out for the Customer up to the termination date.

**10 . Remedies – Waivers – Severalty - Invalidity**

- 10.1. The failure by the Company to exercise any right or remedy under this agreement and the delay in doing so, shall not operate as a waiver nor shall prevent any further exercise of another right or remedy by Law or Statute which are cumulative and not exclusive.
- 10.2. Each provision of this agreement is distinct from the others and several. Consequently, if one or more provisions is or becomes void, illegal, invalid or unenforceable, the remaining provisions shall not be affected.
- 10.3. The Company shall in no way be liable for any loss, damage or delay attributable to circumstances beyond its reasonable control.

**11. Banking Secrecy law**

The Customer waives his rights under the provisions of Banking Secrecy law for the purpose of provision of services by third party, sharing information and data with any broker, agent, dealer or financial institution and regulatory body in particular for fraud prevention and money laundering.

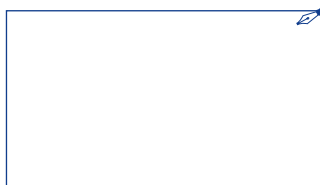
**12. Governing law and Jurisdiction**

- 12.1. This Agreement shall be construed and executed in accordance with the applicable laws and regulations in Lebanon.
- 12.2. The parties submit their disputes to the non-exclusive jurisdiction of Beirut Courts without prejudice to the right of the Company to bring proceedings against the Customer before any other Court whose jurisdiction may derive from any other criteria.
- 12.3. The Customer hereby declares that he has obtained accurate legal and financial advice before entering in this agreement and has full knowledge and awareness of the risks involved in the contemplated transactions thereunder.

Made in Beirut, the \_\_\_\_\_ day of \_\_\_\_\_ year 201\_\_

Read, approved and signed for execution

**The Customer**



**The Company**

## **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 his 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**

\_\_\_\_\_

**Signature & Date**

**Signature & Date**

\_\_\_\_\_

\_\_\_\_\_

## **Risk Warning Statement**

### **Warrants**

1. A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavorable or favorable, in the price of the warrant. The prices of warrants can therefore be volatile.  
You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.

### **Futures**

2. Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. They carry a high degree of risk. The "gearing" or "leverage" often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements.

### **Options**

3. There are many different types of options with different characteristics subject to the following conditions:

#### **Buying options:**

Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under "futures" and "contingent liability investment transactions".

#### **Writing options:**

If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell (when the options will be known as "covered call options") the risk is reduced. If you do not own the underlying asset ("uncovered call options") the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

Certain options markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.

**Contingent liability investment transactions**

- 4. Contingent liability investment transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If you trade in futures, contracts for differences or sell options, you may sustain a total loss of the margin you deposit with your firm to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

**Collateral**

- 5. If you deposit collateral as security, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on a recognised or designated investment exchange with the rules of that exchange (and the associated clearing house) applying, or trading off exchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited, and may have to accept payment in cash.

**Suspensions of trading**

- 6. Under certain trading conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

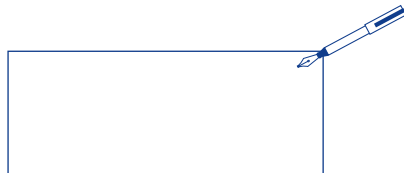
**Insolvency**

- 7. Your broker’s insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash.

I/We have read and understood the risk warning set out above.

Date: \_\_\_\_\_

Signature of Customer



Print Name of Customer: \_\_\_\_\_

Signature of Joint Account Holder(s) \_\_\_\_\_  
(where applicable)

Print name of Joint Account Holder(s) \_\_\_\_\_  
(where applicable)

**STRICTLY PRIVATE AND CONFIDENTIAL**

**CUSTOMER PROFILE**

**Individuals**

(For Joint accounts, one per person)

**PERSONAL DETAILS**

Surname Mr/Mrs/Ms \_\_\_\_\_ First name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Office \_\_\_\_\_ Home \_\_\_\_\_ Mobile \_\_\_\_\_

Facsimile N° \_\_\_\_\_ Email address \_\_\_\_\_

Marital Status \_\_\_\_\_

Spouse's name \_\_\_\_\_

Date of birth (Self) \_\_\_\_\_ Place of birth \_\_\_\_\_

Nationality (Self) \_\_\_\_\_ ID Reg. N° \_\_\_\_\_

N° of Dependants \_\_\_\_\_ Name(s) \_\_\_\_\_

Approx. age (s) \_\_\_\_\_

Name of Account Beneficiary (ies) \_\_\_\_\_

\_\_\_\_\_

**PASSPORT DETAILS**

Passport Number \_\_\_\_\_ Country of Issuance \_\_\_\_\_

Passport Expiry Date \_\_\_\_\_

**PROFESSIONAL BACKGROUND**

Qualifications (educational and professional) \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_

Employer's name \_\_\_\_\_

\_\_\_\_\_

**INCOME DETAILS**

Estimated Gross Annual Income

Under \$ 50 000       \$ 50 000 – 100 000       \$ 100 000 – 200 000

Over \$ 200 000

Source of Income \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Liquid Net Worth (excluding house)

Under \$ 100 000                       \$ 100 000 – 200 000   
\$ 200 000 – 500 000                       Over \$ 500 000

Estimated Total Assets

Real Estate \_\_\_\_\_

Investments \_\_\_\_\_

Bank Accounts \_\_\_\_\_

Other (please specify) \_\_\_\_\_

\_\_\_\_\_

**ACCOUNT / RELATIONSHIP BACKGROUND**

Base currency (for valuation reporting purposes) \_\_\_\_\_

Reason for opening account/ establishing relationship with INVESTA (e.g. trading, investment advice etc.)

\_\_\_\_\_  
\_\_\_\_\_

Do you have any links or maintain accounts or relationships with other Financial Institutions or entities ?

Yes                       No

If yes, please give details : \_\_\_\_\_

\_\_\_\_\_

Origin of any assets to be used for investment

\_\_\_\_\_

Source of wealth (e.g. inheritance, savings, sale of company, etc) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assets expected to be placed with INVESTA over the course of the relationship \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Expected Account Movements (specify types of activity expected in account including regularity e.g. purchase / sale of equities, fund investments, daily / monthly)

\_\_\_\_\_  
\_\_\_\_\_

What is your relationship to the beneficial owner of this account (e.g. self, related, partner, portfolio manager) ?

**TYPE OF SERVICE YOU REQUIRE** (tick ONE box only)

Discretionary

Advisory

Execution only

**INVESTMENT OBJECTIVES**

• Please indicate which of the following criteria represent your **investment objectives** (if you tick more than one box percentages **MUST** be given)

(A) Income ...

(B) Capital growth ...

(C) Short term ...

(D) Other (please specify) ...

• Please also indicate the level of **risk** you are prepared to accept (**tick ONE box only**)

(A) High

(B) Moderate

(C) Low

*High Risk*

- You seek significant return, but can sustain downward investment fluctuations
- You prefer investments with high profit potential even if that means high downside price risk.

*Medium Risk*

- You seek long – term returns, but can sustain downward investment fluctuations
- You prefer investments with limited downside price risk and are willing to forego higher returns as a result

*Low Risk*

- You seek to preserve capital after inflation and minimize investment volatility
- You prefer investments with low downside price risk

Please tick the **relevant boxes** for the products that we may deal in for you

Equities	
Fixed Income	
Futures	
Options / Warrants	
Structured Products	
Other (please specify)	

If you wish to trade in any future, option, warrant or structured derivative product, you should have signed the Risk Warning Notice.

Please set out below **restrictions** on the types of investments or markets on which we may deal for you

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**EXPERIENCE**

<b>Previous Trading Experience</b>	<b>Average size trade US Dollars</b>	<b>N° of years experience</b>	<b>Advised or made own decisions</b>
Equities			
Fixed Income			
Futures			
Options/ Warrants			
Structured Products			
Other (please specify)			

Describe your knowledge of investment risks and how the extent to which your investment experience enables you to assess the risks in the investment markets and for what type of investment ?

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**ADDITIONAL INFORMATION**

Please provide the Names of other persons authorized by you to give investment instructions for your account: (must be accompanied by a Discretionary Management Agreement or Trading Authorisation)

\_\_\_\_\_

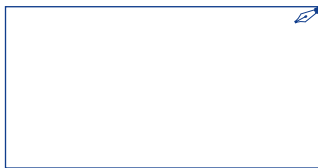
Please provide any additional information you feel is relevant to your current circumstances and requirements, and advise us when any of the above **changes** in any material respect

\_\_\_\_\_

\_\_\_\_\_

**Please review the information you have provided very carefully before signing and returning the document to us.**

Client signature



Date \_\_\_\_\_

Adviser signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

**Corporation (Profit & Non Profit)**

**Name of Business** \_\_\_\_\_

Nature of Business     S.A.R.L     S.A.L     Partnership     Individual     Other

Country of Incorporation \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Registration No. and Place \_\_\_\_\_ Capital \_\_\_\_\_

Address \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ Country \_\_\_\_\_ P.O. Box \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ E-mail \_\_\_\_\_

**Declaration:** We, the undersigned, hereby certify that all the information stated above is true, correct and complete.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Officers**

	<b>Name</b>	<b>Title</b>	<b>Date of Birth</b>	<b>Telephone</b>	<b>Signature</b>
1					
2					
3					
4					
5					

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**Power of Attorney**

I the undersigned \_\_\_\_\_ owner of, account number \_\_\_\_\_  
hereby designate and give power to Mr/Mrs \_\_\_\_\_  
to represent me with my relationship with Investa Financial Planning Services without limitation  
to do the following;

To operate my account, to give instructions, to deposit or to withdraw money from the account  
and to execute any documents necessary for the completion of the account.

To give instructions whether verbal or in writing or make any decisions as seen necessary related  
to any investments, sale, purchase of any assets, stock, bonds, shares, metal, commodities,  
currencies...

The client hereby agrees the present power of Attorney remains valid until Investa Financial  
Planning Services receives a written notification signed by the account holder and acknowledges  
receipt of this notification

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Witnessed By

\_\_\_\_\_  
Date & Place

\_\_\_\_\_  
Witness Signature

**Telephone and facsimile orders instructions**

I \_\_\_\_\_ holder of account number \_\_\_\_\_  
hereby request and instruct Investa Financial Planning Services to accept and to execute  
instructions and to give effect to these instructions which shall be given by the client or the  
attorney by fax or telephone.

NB: Investa shall not be deemed responsible in the case of non receipt of the fax due to any  
reason

Investa Financial Planning Services shall be harmless against any actions proceeding, claims,  
liabilities, damages, cost & expenses arising out of or in connection given by the client or his  
representatives by power of attorney

The client acknowledges and agrees that Investa Financial Planning Services will tape record  
all telephone conversations and accepts such recordings. In case of discrepancy between  
instructions given by telephone and any written confirmation, the verbal instruction will govern.

\_\_\_\_\_  
Date & Place

\_\_\_\_\_  
Witnessed By

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Witness Signature

	NAME OF ACCOUNT	ACCOUNT OPENED ON	<input type="checkbox"/> Individual AC <input type="checkbox"/> Joint AC <input type="checkbox"/> Corporate AC
Account opened by	Name	Signature	
	ID/Passport No.		
Introduced by	Name	Signature	
Approved by	ID/Passport No.		
Documentation check by	Name	Signature	
	ID/Passport No.		

This Signature(s) appearing above is/are my/ our specimen signature(s) against which you are authorized to give effect to my/ our instruction in respect of fund transfers, deposits and withdrawal in my/ our account with Investa. I/ we will observe and be willing to be your customer agreement and the standard terms and conditions and that such instructions singly/jointly of the above signature(s) will be valid and effective to all intents and purposes.

\_\_\_\_\_  
Authorized Signature (s)

	NAME OF ACCOUNT	ACCOUNT OPENED ON	<input type="checkbox"/> Individual AC <input type="checkbox"/> Joint AC <input type="checkbox"/> Corporate AC
Account opened by	Name	Signature	
	ID/Passport No.		
Introduced by	Name	Signature	
Approved by	ID/Passport No.		
Documentation check by	Name	Signature	
	ID/Passport No.		

This Signature(s) appearing above is/are my/ our specimen signature(s) against which you are authorized to give effect to my/ our instruction in respect of fund transfers, deposits and withdrawal in my/ our account with Investa. I/ we will observe and be willing to be your customer agreement and the standard terms and conditions and that such instructions singly/jointly of the above signature(s) will be valid and effective to all intents and purposes.

\_\_\_\_\_  
Authorized Signature (s)

الإسم:.....: First Name:.....

إسم العائلة:.....: Family Name:.....

إسم الأب:.....: Father's Name:.....

إسم الأم وشهرتها:.....: Mother's Full Name:.....

الجنس: ذكر  أنثى  .....: Gender: Male  Female

مكان وتاريخ الولادة:.....: Place and Date of Birth:.....

الجنسية:.....: Nationality:.....

مكان ورقم السجل:.....: Civil Register Place and Number:.....

رقم الهوية/جواز السفر:.....: ID Number:.....h V

مقيم  غير مقيم  .....: Resident  Non-Resident

عنوان السكن:.....: Residential Address:.....

رقم الهاتف: \ ..... = ..... U .....: Telephone: \ ..... = ..... U .....

المهنة بالتفصيل:.....: Detailed Profession:.....

عنوان العمل:.....: Business Address:.....

العمل السابق للأشخاص المتقاعدين:.....: Previous Profession for Retired:.....

الوضع المالي:.....: Financial Status:.....

مصدر الأموال:.....: Source of Funds:.....

مصدر أموال آخر:.....: Other Source of Funds:.....

الغرض من التعامل:.....: Purpose of the Relation:.....

نوع التعامل:.....: Nature of the Relation:.....

الوضع العائلي:.....: Family Status:.....

إسم الزوج وشهرته:.....: Spouse's Full Name: .....

عمل الزوج:.....: Spouse's Profession: .....

صاحب الحق الإقتصادي:.....: Beneficial Right's Owner:.....

في حال كان صاحب الحق الإقتصادي غير صاحب الحساب:.....: If BRO is other than the account Holder:.....

السبب:.....: Reason: .....

الإسم:.....: Name: .....

العنوان:.....: Address: .....

المهنة:.....: Profession: .....

الوضع المالي:.....: Financial Status:.....

التاريخ:.....: Date.....

Specimen of Signature

نموذج التوقيع