



CUSTOMER TRADING ACCOUNT AGREEMENT

Individual Account

Corporate Account

Customer Name:

Master Account No.:

Country:

Email:

Contact No.:

Dear Customer,

Please review all the documents appended to this Application Form before signing it. As you should appreciate that by signing this Application Form you accept and agree to be bound by the contents of all the appendices of this Application Form.

Required Documents

- 1- **Account Opening Application Form** (Please fill in all the boxes and complete all the spaces with as much detail as possible).
- 2- **Appendix (1) Signature card** (Please place your authorized signature inside the boxes)
- 3- **Appendix (2) Fees/Commissions Disclosure** (Appendix must be read and signed)
- 4- **Appendix (3) General Terms and Conditions** (Please ensure you read all the terms and conditions set out in this Appendix before completing the Application Form)
- 5- **Individual Identity requirements for Account Opening**

A- Local Customers:

- 1- Copy of Passport and a valid Civil ID.
- 2- Copy of ATM card and/or copy of the Bank statement.

B- International Customers:

- 1- Proof of Residency (Lease agreement and/or Utility Bill).
- 2- Copy of passport.
- 3- Copy of the bank statement.
- 4- A Customer signature verification certified by the bank.
- 5- For companies of all legal documents that prove the legal entity of the company

Disclaimer Relating to account opening application and legal documents:

Application Form may not be accepted unless you provide all the required information and sign at the designated places. The Customer will be required to provide the missing or required documents, information and/or other AML or KYC requirements within a period of seven (7) days.

Furthermore, the Company will not accept any withdrawal application until it receives a complete (in all respect) Application Form(s) along with all the required documents and relevant information.

ACCOUNT OPENING APPLICATION Form (Corporate Account)

Legal representative data:

Company Name:

Country:

Share capital:

Commercial Registration No.:

Bank name and IBAN:

ACCOUNT OPENING APPLICATION Form (Individual Account)

Personal Information

First name:

Family name:

Civil ID:

Date of Birth:

Nationality:

Gender:

Passport no:

Exp. Date:

Residence

Area: Block:

Street: House:

City: Country:

Email: Home Tel:

Employment

Employer: Sector:

Job Title: Business Address:

Business Tel: Fax:

Mailing Address

P.O Box: Postal Area:

Zip Code: Country:

Income and Investment

<p>Yearly Income (US Dollar)</p> <p><input type="checkbox"/> More than \$ 250.001</p> <p><input type="checkbox"/> \$250.000 - \$100.001</p> <p><input type="checkbox"/> \$100.000 - \$50.001</p> <p><input type="checkbox"/> \$50.000 - \$25.001</p> <p><input type="checkbox"/> Less than \$25.000</p>	<p>Net Worth (US Dollar)</p> <p><input type="checkbox"/> More than \$500.001</p> <p><input type="checkbox"/> \$500.000 - \$250.001</p> <p><input type="checkbox"/> \$250.000 - \$100.001</p> <p><input type="checkbox"/> \$100.000 - \$50.001</p> <p><input type="checkbox"/> Less than \$50.000</p>	<p>Source of Income (more than one option may be selected)</p> <p><input type="checkbox"/> Social Security</p> <p><input type="checkbox"/> Own Business</p> <p><input type="checkbox"/> Pension</p> <p><input type="checkbox"/> Inheritance</p> <p><input type="checkbox"/> Investment</p> <p><input type="checkbox"/> Job</p>	<p>Trading Experience</p> <p><input type="checkbox"/> Excellent</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Medium</p> <p><input type="checkbox"/> Limited</p>
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<p>Investment Goals (more than one option may be selected)</p> <p><input type="checkbox"/> Income</p> <p><input type="checkbox"/> Speculative</p> <p><input type="checkbox"/> Aggressive Growth</p> <p><input type="checkbox"/> Growth</p>	<p>How did you hear about us?</p> <p><input type="checkbox"/> IB/Referral</p> <p><input type="checkbox"/> Web advertisement</p> <p><input type="checkbox"/> Friend</p> <p><input type="checkbox"/> Newspaper/magazine</p>
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Customer's signature on the validity of the data and pledge not to ownership of any investment company or companies related to membership in the stock market

Appendix (1) Signature Card (Individual)

This signature card is part of your Account Opening Document

I ACKNOWLEDGE THAT THE PURPOSE OF MY SIGNATURE BELOW IS TO BE USED BY THE COMPANY FOR THE AUTHENTICATION OF ALL MY ACCOUNT TRANSACTIONS

First and Last Name (according to passport):

Residence:

Nationality:

Passport No:

Specimen Signature (please sign within the box)



Date:

Appendix (2) Fees /Commissions Schedule (Individual)

Customer Name:

Master Account Number:

I the undersigned, being the above named, hereby authorize the Company (**Sword Capital Company**) to charge me (the Customer) by way of deduction from my online trading Account with The Company the fees, rebates from spreads, commissions and expenses for the services of the Referrer to me.

The commission structure is as follows:

Spot Forex Commissions Per contract round-turn

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Spot Metals Commissions Per contract round-turn

.....

Other OTC-CFD's Commissions Per contract round-turn

.....

Other OTC-CFD's Commissions Per contract round-turn

.....

US stock exchanges commissions per share

.....

US stock exchanges commissions per share

.....

US Treasury bonds of all kinds and their derivatives contracts or any other bonds per contract

.....

The Customer:

Name:

Signature:

Date:




The above-mentioned fees and commissions shall be deemed an integral part of the Account Opening Documents. The Company is entitled to modify these fees and commissions at any time, provided that:


1. Any amendments to the commissions become enforceable after notifying the Customer and the Customer has duly provided its written consent.
2. Any amendments to the fees become enforceable immediately and the Customer shall be notified of the same.

ACKNOWLEDGEMENT:

I have read and understood all the terms of this appendix, including all risks and trading conditions and by signing it I am agreeing to abide by these terms.


The Customer:


Name: 

Signature: 

Date:

Introducing Broker/ Referrer (If Applied)

Name: 

Signature: 

Date:

Appendix (3) General Terms and Conditions

The Customer acknowledges, accepts and agrees that the terms and conditions set out in this document (the “Terms and Conditions”) shall govern the Customer’s online Trading Account and Customer’s transactions to be concluded through the online trading account and/or the phone and/or the Website of the Company. Furthermore, by signing the Application Form the Customer shall be bound by the nature of Services, terms and conditions and appendices appended hereto which together constitutes one and the same document.

1. Definitions:

The terms mentioned in this Agreement shall have the following meaning:

- Account Opening Documents:** Means Account opening application and all other documents, forms, declarations, and decisions issued by the Company during the existence of this Agreement
- Account Statement:** Means the Statement showing the Customer's Assets registered in the Account.
- The Company:** Sword Investment Capital – Head Office - and all branches in the world
- Proceeds mediator:** Sword Capital for stocks and bonds trading - the main branch - Kuwait Tower Jawhara
- Trade Mark:** Sword Capital is the Sword Capital mark owned subsidiary of Sword Investment Capital and fall under the group's companies as the Sword around the world and every company in accordance with commercial powers and their licenses to any country that was around the world, a global brand with a registered and reserved.

Access Device:	Means a device which allows the Customer to place orders, view financial or non-financial information and use services provided on the platform (personal computers or other mobile phones).
Assets:	Means all assets, funds, securities, investment shares, futures contracts, OTC-CFD contracts and foreign exchange contracts and any kind of contracts that have been held or archived or held now or later by the Company because its customers.
Cash Margin:	Means an aggregate amount or cover to the exposure and additional funds to be deposited by the Customer to the Company/broker as a guarantee to buy or sell and to compensate loss due to adverse price movement in the underlying instrument.
Over the Counter Contracts for Differences (OTC-CFD):	Means financial instruments which expose the investors to the change in the value of an underlying asset without the purchase of underlying asset.
Product:	Any product traded at the Company trading platforms. The Company offers two major product categories, <u>International Stock Products:</u> Which include shares of stock exchanges offered by the Company. <u>OTC-CFD Products:</u> These products are provided through an Online Platform dedicated for OTC – CFD products. <u>Customer or Trader or you:</u> Mean each person or registered Company which submits an application approved by the Company to open a Trading Account.
Designee:	Means any other party authorized by the Company to market Company's activities and to explain the benefits of the Services which have been provided to the Customers
Default Notice:	Means a notice to be given by the Company (as the case may be) pursuant to clause 38 hereof
Executing Broker:	Means any broker who executes a transaction on behalf of the Company in the Market for the benefit of the Customer.
Extended Hours Trading:	Means the ability of the Customer to trade securities (where available) from time to time during such hours as the relevant Stock Exchange/Market is open after its normal closing time.
Fast Market:	Means the financial market involves severe imbalance of trades in terms of or in combination of high volatility and heavy trading
Market:	Means for International Stocks: USA Stock Exchange, and means for OTC-CFD: market which the Company makes available through its trading platform and/or website.
Offline Quote:	Means the quote and other services which will be provided by the Company as a remedial measure, in case of system/platform failure.
Services:	Means the services to be provided by the Company according to this agreement through its Online trading platform/website or any other website which is assigned by the Company.
Sword Capital:	Means the trade mark of the Company in Kuwait and other subsidiaries outside the state to provide the Services, through its website (www.sword-capital.com) and live platform, to the

Customer and attend all the communication, queries, complaints and grievances of the Customer and solve them and certification services official securities in embassies that follow traded market

- Predefined Automatic Order:** Means an order to buy or sell an asset or product or financial instrument at the market price once they have been filled at the same price or at any other worst/better price in the market.
- Relevant Third Party:** Means each or all of the Company's directors, employees, subsidiary companies, affiliates, third party providers, contractors, or other suppliers, providing services or undertaking work in connection with the provision of the Services under this Agreement, and independent branches of the company or the non-independent in the world, each according to the legal responsibility.
- Trading Account or Account:** Means one or more online trading accounts now or hereafter opened by the Customer with the Company or an account in which the Customer is a participant.
- Trading Policy:** Means policies and product specifications which shall be provided by the Company from time to time to the Customer. these policies are subjected to change frequently according to markets or company with or without prior notice, any change in trading policies and contract specification will be considered an integral part of this agreement
- Website:** Means the website of the Company (www.sword-capital.com) or any other website assigned by the Company.

2. Services

- 2.1** The Services which include all computer, telephonic, facsimile, email or wireless services to be provided through a live platform or system (the "System") shall be used to place orders, view financial or non-financial information, and use all tools and features provided in the System within your account with the Company (the "Account"). This includes services and information accessible through the Company, relates to the company's system of all US stock markets and most of the world's largest stock exchanges to saving brokerage services.

The Services are accessible via computer, telephonic or wireless transmissions for use on compatible personal, home or small-business computers, including Internet appliances with modems, terminals and network computers, as well as various wireless devices (collectively the "Access Devices" and each an "Access Device"). You acknowledge and agree that to use the Services, including future services you will be required to procure hardware, software or other technology to access the System. The Company shall not be responsible for any inaccessibility or any other difficulty you may encounter in respect of the System resulting from your failure to possess adequate technology to use the Services.

- 2.2** The Services are provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including, without limitation, warranties with respect to merchantability and fitness for a particular purpose, other than the warranties which are implied by, and which may not be the subject of exclusion, restriction or modification under, the laws applicable to the Terms and Conditions.

Neither the Company nor any Relevant Third Party shall be liable in any manner whatsoever 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 or occasioned by any such inaccuracy, error, delay or omission, non-performance, or interruption in any such data, information or message, due either to any negligent act or omission by either the Company or any Relevant Third Party. You acknowledge and agree that delays or interruptions in the use of the Services may occur, including delays and interruptions intentionally caused by the Company and or a Relevant Third Parties for the purposes of maintaining or otherwise servicing any of the Services and/or the System.

You agree that in no event shall the Company, the Relevant Third Parties (or any of their respective officers, directors, employees or affiliates) be liable for any special, indirect, incidental or consequential damages arising from your utilization of the Services arising from your utilizing the Services or relying on any Information provided by the Services (including any delay, error, incompleteness, or timeliness of any data or information provided to you) or the entering and processing of your orders via the Services.

- 2.3** The Company may only act as an agent and may execute a transaction like the Customer's transaction with another market participant in the same financial market. Positions opposite to the Customer's position may occur or may be in competition with the Customer to acquire the same or a similar position. The Company will not deliberately favor any person over the Customer but will not be responsible for any loss, which may result from such competition. The Company shall have the right to use Customer's funds to execute partial or full trades/transactions with other counterparties.
- 2.4** The Company and/or Sword Capital reserves the right to terminate your access to the Services or any portion of them (including, without limitation, the Information) in its sole discretion, without notice and without limitation, for any reason whatsoever. Without prejudice to the foregoing, the Company and/or Sword Capital may terminate your access to the Services for reasons including, but not limited to, the unauthorized use of your user ID, Password or Trading Pin, breach of any of the provisions of these Terms and Conditions, breach of any other agreement between the Customer and the Company, discontinuance of the Company's access to any Information or any other data from any information provider, or termination of one or more agreements between the Company, a Relevant Third Party or any other third entity. The Company and/or Sword Capital and/or the Relevant Third Parties shall have no liability to you for terminating your access to the Services.

3. Privacy

The Company shall maintain the privacy and confidentiality of the information of its customers. The Company shall not disclose the information unless required by applicable laws or supervisory/regulatory authorities such as (without limitation) the Central Bank of Kuwait, the Kuwait Capital Markets Authority, and Markets where the Customer is trading.

4. Laws, Rules and Regulations relating to this Agreement

All the transactions between the Customer and the Company shall be subject to the relevant laws of the Markets where the transactions are to be concluded. The Customer shall be solely responsible to deal with those Stock Exchanges or markets and the Company shall not be liable in any way to the Customer for the acts of any authority, government, private or semi-government.

5. Agreement and Attachments

The Customer acknowledges that the Account opening application that has been handed over to him by the Company and any applications, forms, declarations or any subsequent agreements of any kind (all as issued by the Company) are considered an integral part of this Agreement. The Company will provide trading policies and contract specification of products from time to time as these policies are subjected to change frequently according to markets or Company, trading policies and contract specification will be considered an integral part of this agreement. If the Customer is a company, the official document of its authorized persons must be provided to the Company. Any change of its authorized persons must be communicated to the Company promptly.

6. System Failure

The Customer acknowledges and agrees that there are risks of trading system or component failure. In the event of system or component failure the Customer may not be able for a certain period to execute new orders, execute existing orders or modify or cancel orders which are previously executed. The system or component failure may also result in loss of orders or order priority. Neither the Company nor any Relevant Third Party shall be liable in any manner for any malfunction in the trading system or for any component failures and orders.

7. Commissions, Fees and Charges

The Customer agrees to pay to the Company the brokerage commissions, fees, profits, margins and other charges applicable to his Account and/or payable in return for the Customer's use of the Services. The Company shall charge the Account directly for any such fees and other amounts due to the Company or Financial Brokers or referrers ("Dues") by debiting the Account accordingly. If, at the time the Company debits the Account for the Dues, the Account's balance is not sufficient, for the settlement of dues, the Customer authorizes the Company to sell any Asset to recover the Dues. The Company (at its discretion) may amend the brokerage commission, fees and charges at any time by notifying the Customer.

8. Customer Financial Commitment

The Customer agrees to pay to the Company any current or future trades, debit balances, margin requirements or any other debts in his Account, including but not limited to any remaining deficit in the Customer's Account in the event of total or partial liquidation of the Account by the Customer or the Company. The Customer also agrees to pay to the Company all the said obligations immediately.

If the balance of the Customer Account is insufficient to cover the said obligations, the Customer hereby grants the Company the right to sell any of the Assets in his Account to cover the debit amounts. The Company shall have the right, at its absolute discretion, to liquidate all or any part of the Customer's Assets in any of his Accounts, whether those owned individually or collectively with others (including entering clearance operations) at any time, by any means, and on any exchange, as deemed necessary by the Company, without the need for serving prior notice to the Customer. The Customer agrees to be bound to pay the Company immediately any deficit arising in the Customer's Account from the said liquidation or remaining after liquidation.

9. Liability for Collection Costs

The Customer agrees to pay and shall be liable for all reasonable costs and expenses of any nature whatsoever (including but not limited to legal costs) incurred by The Company in the collection of any debit balance in the Account(s).

10. Security Interest

The Company shall also, without prior notice to the Customer, have the right to transfer any and all the Assets from or to any Account held by the Company in which the Customer has an interest whenever, in the Company's judgment, such a transfer is deemed necessary to preserve its interests. In enforcing its security interest, the Company, at its sole discretion, shall determine the Assets to be sold and the pending contracts or other instruments to be closed out and whether any additional collateral is to be provided by the Customer.

In the event of a debit balance in any Account, all the Assets held in any of the Account(s) may be pledged and re-pledged, hypothecated and re-hypothecated or assigned by the Company (to the extent permitted by applicable laws) without any notice to the Customer, either separately or together with the property of others and for more or less than the amount of such debit balance. The Company may do so without retaining in its possession or control similar assets of an equivalent value.

11. Liquidation

The Company, (in its sole discretion and) without giving prior notice to the Customer, shall have the right to liquidate all or some of the Assets in the Customer's Account or cancel any predefined automatic orders for the Account and/or close any outstanding contracts or other instruments for the Customer's Account in any of the following events:

- If the Customer becomes insolvent or otherwise unable to pay any debts as they become due.
- If the Customer is adjudged bankrupt.
- If an official receiver is appointed in respect of the Customer's assets.
- If a preservative attachment order is issued on the Customer's Accounts.
- If a judgment is passed against the Customer or its Account(s).
- If the percentage of the Customer's account Equity to Margin becomes equal or less than the Percentage assigned by the Company.
- Company Sword Capital does not provide services to those with one of the following nationalities: American, Cuban Iran , Sudan , Syria , North Korea , and based on International politics and policy within the company .

The Company may sell or purchase by public auction or by a private sale without any announcement thereof. The Company may be the purchaser or the seller for its own account in any such transaction and any prior demand, call or notice provided by the Company to the Customer or the time and place of such sale or purchase will not be a waiver of any right to sell or purchase by the Company without making prior demand or providing the Customer notice. No course of dealing between the Customer and the Company nor any delay by the Company in exercising any of its rights or remedies will constitute a waiver thereof. The Customer indemnifies and holds the Company harmless from all acts, errors, costs or expenses or fees or fines or losses or claims associated with any of the transactions undertaken by the Company. The Customer shall be responsible for all the losses resulting from the Customer's position notwithstanding the Company's delay in liquidating or failure to liquidate such positions. If the Company executes an order for which the Customer did not have sufficient funds, the Company shall have the right, without notice to the Customer, to liquidate the related trade and the Customer shall be responsible for any loss incurred as a result of such liquidation. The Company shall have the right to cancel any order if the Customer does not have sufficient funds in the Account to settle the final payment to the Company to affect the sale.

12. Account Monitoring and Responsibility for Account Accuracy

The Customer agrees that the Company may monitor and/or record any of the Customer's communications (electronic or otherwise) with the Company. The Customer further agrees and expressly consents that the use of the Services and all communications the Customer has with the Company may be monitored and recorded by the Company using tracking technology. It is not, however, the Company's duty to monitor the Account for credit or other purposes.

The Customer allows the Company to use the information the Company obtains from monitoring and recording the Customer's activity with the Company for any purpose the Company deems appropriate, as permitted by law. The Customer accepts full responsibility for monitoring its Account always and the Customer agrees to monitor each open order until the Company confirms an execution or cancellation of the order to the Customer. The Customer shall validate its Account and the accuracy of the placed orders and immediately inform the Company by telephone/email of any discrepancies that the Customer may find. The Customer further agrees to immediately notify the Company by telephone/e-mail followed by Courier delivery two days later, if:

- The Customer cannot find in the designated webpage or software location an accurate entry indicating that an order, including a cancellation or modification of a prior order, was received, is being processed and/or was executed.
- The Customer does not receive an accurate confirmation of execution.
- The Customer receives a confirmation of an order and/or a report with respect to the execution of a transaction, which the Customer did not place or authorize.
- Any inaccurate information in the Customer Account balances or confirmations or securities positions or date of the transactions.

The Company shall not be liable and the Customer releases the Company from any responsibility with respect to claims pertaining to the handling or loss of any order if the Customer fails to immediately but in any event not later than 1 (one) Business Day, notify the Company by telephone/e-mail of the occurrence of any of these events. If the Company confirms an execution or cancellation in error and the Customer unreasonably delays reporting such error, the Company may in its sole discretion either consider that the execution or cancellation affected in error was duly authorized by the Customer who shall accept the trade or remove the trade from the relevant Account. All Account statements shall be deemed accepted and accurate one month after their issuance unless the Customer has within the one-month period, challenged the accuracy of an Account statement and duly notified the Company with sufficient evidence supporting the Customer's assertion. The Customer acknowledges and agrees that the Company may adjust the Account to correct an error. The Customer agrees to immediately return to the Company at no cost any Asset registered in the Account by error and undue to the Customer.

13. Data not guaranteed

The Customer expressly agrees that the use of the platform and any software provided for use in accessing the Services is at the Customer's sole risk. Neither the Company nor any other Relevant Third Party warrants that the Services will be uninterrupted or error free; nor do(es) the Company or any Relevant Third Party make any warranty as to the results which may be obtained from the use of the Company's website ("Website") or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Website, or with respect to any software provided for use in accessing the Website.

14. Direct Access to the Marketplace

The Customer acknowledges that the Company does not provide the Customer with direct access to the marketplace on a permanent basis and may not automatically execute the Customer's orders. The Company may instead deliver the Customer's orders, if accepted by the Company, to executing brokers, exchanges, marketplace or market makers for execution (collectively, the "Marketplace"). As a result of the number of the involved parties, delays may occur in executing, canceling or modifying the Customer's orders. These delays may be more frequent during periods of heavy trading and/or wide price fluctuations ("Fast Markets"). The Customer acknowledges that it will receive the price at which its orders was actually executed in the Marketplace and that this price may be different from the price displayed in the Marketplace or on the Customer's Access device at the time the Customer placed the order.

15. Late and Corrected Reports and Information:

The Company may receive late reports from the Marketplace reporting the status of transactions. Accordingly, the Account may be subject to late reports related to orders which were previously unreported to the Customer as having expired or been cancelled or executed. The Customer acknowledges that any reporting or posting errors including errors in execution prices will be corrected to reflect what actually occurred in the Marketplace and that it will receive the price at which its order was actually executed in the Marketplace. The Customer may receive a price which is different from the price displayed on the Customer's Access Device at the time the Customer placed the Order. The Customer agrees to bear all the consequences, including any indirect or consequential damages resulting from such errors.

16. Cancellation and Modification Requests

The Customer agrees that the Company cannot guarantee that the Customer's request to cancel or modify an order the Customer placed will be effective, regardless of whether such request was submitted prior to receiving notice that the order was executed or not.

The Customer also acknowledges that a requested cancellation or modification of a prior order will not be effected unless the Company has had sufficient time to forward the request to the relevant Marketplace, the request was received by the Marketplace, and the Marketplace has matched the request to the relevant Marketplace, the request with the Customer's order before it was executed. The Company does not warrant that the Marketplace will match the Customer's cancellation or modification request with the Customer's prior order, regardless of whether such a request was received by the same Marketplace before the order was executed. The Customer further acknowledges that attempts to modify, cancel or replace an order may result in an over-execution of the order or the execution of duplicate orders and the Customer shall be responsible for all such executions.

17. Order Routing

- a) All the orders of the Customer shall be executed on first come first served basis.
- b) Order routing system is protected. When a Customer's order is entered into the system and transmitted for execution, the identity of the Customer remains anonymous.
- c) In addition to that, the Company has full discretion to provide the best execution order routing option whereby the Company's system attempts to seek the best available terms for the Customer's order without any guarantee thereof by the Company.

18. Restrictions on Trading

Neither the Company nor any Relevant Third Party will be deemed to have received neither instructions nor orders given by the Customer until the Company has actual knowledge of such instructions or orders and its content in accordance with this clause. All trading instructions and orders shall be communicated by the Customer through the trading platform and/or website and/or by telephone using the telephone numbers provided on the Website. The Company will not and/or has no obligation to the Customer's orders instructed by email or voice mail even if the Company is in possession of or has actual knowledge of such email or voice-mail instructions or orders.

Further the Company has the discretion to levy such additional charges for any such off-line order as decided by the Company from time to time. The Customer acknowledges that the Company may at any time, in its sole discretion but for justified reasons, and without prior notice to the Customer, decline the Customer's instructions or orders, terminate this Agreement, or prohibit or restrict the Customer's ability to trade a particular Asset in the Customer's Account. The Company will not be liable for any losses, lost opportunities or increased commissions which may result from the Customer's inability to trade (these Assets or products) through the Website of the Company.

19. Financial Advice

The Customer acknowledges that the Company's representatives are not authorized to provide investment advice, tax or trading advice or to solicit orders. The price quotations, market information, news and research (the "information") available on the platform are prepared by exchanges or third parties providers who are independent from the Company (and its affiliates). Neither the Company nor any Relevant Third Party guarantees the accuracy, timeliness, or completeness of the information and the Customer shall make its own research and analysis or consult investment advisors before making investment decisions. Any investment decisions the Customer makes shall be based solely on the Customer's own evaluation of its financial circumstances and investment objectives.

For OTC-CFD products, the company publishes its own prices based on demand and supply and liquidity situation in the market place. The Customer agrees that the Company doesn't guarantee the same prices or prices close to other liquidity providers or other price sources.

Reliance on quotes, data or other information is at the Customer's own risk. In no event will the Company nor any other Relevant Third Party be liable for consequential, incidental, special or indirect damages arising from the use of the information. There is no warranty of any kind, express or implied, regarding the information, including warranty of merchantability, warranty of fitness for a particular, purpose or warranty of non-infringement.

20. Electronic Records and Communications

For efficiency purposes, the trade confirmations, account statements and other records and communications in electronic form (collectively the "**Electronic Records and Communications**") Electronic Records and Communications shall be sent to your email address. You shall maintain a valid email address and the software necessary to read send and receive electronic mail.

You acknowledge that data, including Electronic Records and Communications, may be accessed by unauthorized third parties when communicated between you and the Company or any of its affiliates by using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "Online trading platform" software that supports a data security protocol compatible with the protocol to be used and follow logon procedures for the Services. You acknowledge that the Company is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. The Company shall not be responsible, and makes no warranties regarding, the access, speed, availability of any internet

service. By signing the Application Form and other documents, you consent to the receipt of Electronic Records and Communications in connection with this ESA and all related transactions and dealings with the Company, including confirmations, account statements, messages and notices of any kind as are required pursuant to these Terms and Conditions. You further agree that the Electronic Records and Communications shall be deemed as an original executed document for the purposes of any applicable law and that the Electronic Records and Communications shall constitute valid evidence of the statements contained therein. All communications sent to your email address shall be deemed to have been delivered personally, whether actually received or not. You shall immediately notify the Company of any change to your email address by: (i) using the procedures to change your email; or (ii) contacting the Company Help Desk for further instructions.

21. The customer's responsibility for the user name (ID) and password and force contract

The Company shall assign one "User Name (ID)", a "password" to the Customer enabling him to access his Account and trade through the same, collectively or individually all of which shall be called hereinafter as "the trading PIN". In the event of a joint account, all the joint account holders will be considered as co-owners of the Account's user ID. The Customer shall be responsible for the use and maintenance of the confidentiality of the "the trading PIN" including responsibility for all orders entered in the Account by the Customer or by any third party duly authorized to use the Customer's Trading PIN. The Customer acknowledges that the Company cannot detect whether a person other than the Customer has used or is using the Customer's Trading PIN. Any use of the Customer's Trading PIN shall be deemed as having been duly authorized by the Customer. The Customer is liable for any such use and shall store any information such as its Trading PIN on one or more personal computers at its own risk and responsibility. The Customer agrees to immediately report any loss or theft of the Trading PIN or any unauthorized access to the Account by sending notice via e-mail to the Company. The Customer further commits to indemnify and hold the Company harmless against any liability, costs or damage arising out of or in connection with any claims by the Customer or any other account holder or any other party who has links to such unauthorized access or use. This contract is in force as soon as the customer conversion and financing account with any branch of the Sword Capital company in the world.

22. Agreement with Third Parties

The Customer acknowledges and agrees that access to the Services may be terminated immediately in the event of termination, whether directly or indirectly, of any agreement between the Company and a Relevant Third Party, or another third-party provider, on which provision of the Services is dependent. The Customer acknowledges and agrees that it is the Company's Customer and not a Customer of any Relevant Third Party or other third-party provider or any other person or entity that has contracted with the Company.

23. Registered Holder and Voting Rights (applicable for local stocks products)

The Customer agrees that the Company shall be the registered holder of all the securities held in the Account and the Company, at its sole discretion, shall have the sole and exclusive right to exercise voting rights attached to any such securities in any general assemblies and the Customer expressly waives any right to vote in respect of the Assets. The Company shall not notify the Customer in respect of any votes unless it involves participation in the capital increase. The Company may deposit in the Account the relevant rewards. This clause shall be considered as a power of attorney from the Customer to the Company for this purpose.

24. Share Certificates (applicable for local stocks products)

The Company shall not entertain any requests whatsoever from the Customers for issue of physical share certificates relating to their investments except to transfer to the Customer's account with a clearing Company or to any other accounts with the clearing companies. The Company shall not be responsible for any delay in such transfer as those transfers will be subject to approval of the International Stock Exchange and other Markets or authorities in case of non- International companies.

25. Transfer of Securities (applicable for USA stocks products)

The Customers intending to transfer securities held in their Accounts should deliver written signed instructions to the Company specifying the necessary details of the intended recipient/broker. The Company has the discretion to levy such additional charges for such transfers as decided by the Company (from time to time). The Company does not guarantee the execution of such transfers, if it has acted on the Customer's instruction, in the event of any failure on the part of the Company or the Executing Broker in effecting the transfer.

26. Incoming Funds

The Company shall not be responsible for any loss and/or damage which results from delayed transfer(s) due to circumstances beyond the Company's control.

The Company may accept that third parties deposit funds in the Customer's Account provided that such third parties are the Company's Customers.

In this case, the Customer represents and warrants that such funds belong to the Customer and the Customer has directed that such funds be deposited into its Account. The Customer represents and warrants that no third parties have beneficial ownership over funds made available by the Customer to the Company and that the Customer is not trading on behalf of third parties unless the Customer has notified the Company in writing to the contrary and provided that the Customer has represented that it is properly registered and authorized under applicable laws and regulations to conduct such trading on behalf of third parties and such third parties are the Company's Customers. The Customer represents (and warrants) that all Funds deposited into Customer's Account shall be for the purpose of trading securities and other investment products provided from time to time by the Company.

27. Service Charges-Outward transfer of Funds

Outward transfer of funds will be affected to the designated account of the Account Holder specified at the time of the opening of Account or such designated account as revised thereafter in accordance with the provisions of this Agreement. The Company shall debit/deduct from the Account such charges as applicable at the time of transfer by the Company, and settlement of accounts with the broker port.

28. Company Procedures

The Company shall communicate to the Customer all information relating to the estimates resulting from corporate actions (such as share splits, distributions of cash dividends, bonus and rights issues) by making them available on the Website as they happen. The Customer agrees that the actual figures may differ from the ones posted on the Website. The Customer shall not be able to use them until receiving them physically excluding the forward contracts. The actual receipt of the funds resulting from the corporate actions under forward contracts shall be used to reduce the final agreement price of the forward contracts. The Customer shall not be able to use any of these funds before the maturity of the forward contracts or in the event of immediate clearance or prior settlement on receipt of shares.

29. Credit Information

The Company, without notifying the Customer, shall have the right to exchange the Customer's personal and credit information with certain government authorities and other third parties legally entitled to obtain such information, for contract and compliance purposes. The Company shall have the right to investigate and verify the identity of the Customer for determining the financial conditions and compliance with certain laws such as laws about money laundering, international boycott and transactions with specially designated nationals. All other uses of your personal and credit information shall be subject to the policy of the Company. The Customer also authorizes the Company to investigate his background and credit standing (and credit standing of his wife and children, if any) and to request a report for verify the information about his Identity (Trading PIN) and the source of the payments to enable the Company to determine the eligibility of the Customer to open an account and for any legitimate business purposes. The Customer also authorizes the Company in this regard to contact financial institutions regarding the foregoing.

30. Joint Accounts and companies

Each joint account holder has the authority, unilaterally and without notice to the other joint account holders to:

- Buy and sell shares, futures and option contracts, Forex and OTC-CFD contracts or other investment products on margin or otherwise.
- Receive confirmations, statements and communications of any kind related to the joint account.
- Withdraw and deposit funds, securities or other Assets in the joint account.
- Close the account or terminate this Agreement or agree on a modification to the Agreement.
- Generally, deal with the Company as if each joint account holder was the sole owner of the joint account.

Each joint account holder agrees that notice to any joint account holder shall constitute notice to all joint account holders. Each joint account holder further agrees that it shall be jointly and severally liable (with others) to the Company in respect of all the matters related to the joint account.

In the event of death of any of the joint account holders, the surviving joint account holders shall (notwithstanding any provisions to the contrary in this Agreement) immediately notify the Company by hand delivery to the Company or by an international courier company. The Company may, before or after receiving such notice, initiate such proceedings, require such documents, retain such portion and/or restrict transactions in the joint account.

The heirs of a deceased joint account holder and the surviving joint account holders shall be liable, jointly and severally, to the Company for any debt or loss incurred in the liquidation or settlement of the joint account. In the event of the death of any of the joint account holders, the entire interest of the deceased joint account holder shall be vested in the heirs of the deceased joint account holder(s) on the same terms and conditions as he/she held, without in any manner releasing the deceased joint account holder's estate from liability with respect to the joint account arising before the date of his/her death.

Company agrees to corporate accounts on a personal conversion to a representative Employing full act Company account and transfer funds to and from the company's accounts at banks.

The company calculates the exchange deposit is only through banks and in favor of the company owner of the trading account is only entitled to the legal change, such as the company's authorized person on the account or the same authorization. As the company Sword Capital, the right to request any representations or other documents of the owners of corporate accounts.

31. Adjustments to the agreements

The Customer agrees that the Company may change, add, or cancel any of the terms and conditions of this Agreement at any time by notifying such modification and their effective date on the Company's Website and notifying thereof by e-mail at the e-mail address as provided to the Company. Upon the completion of this procedure the Customer and the Company shall be legally bound by the modification regardless of whether the Customer receives the email or not. The Company may change its Services at any time by making changes on the Website of the Company and it shall not be obliged to provide the Customer any separate notice concerning such change. If the Customer does not agree on the amendment, the Customer shall promptly notify the Company by e-mail and promptly cease to use the Company's Services except as necessary to close the Account. The Customer acknowledges that the use of the Company's Services after the amendments to this agreement or modification to the service shall be deemed as the Customer's agreement on the amendments, whether he knew them or not. The Customer acknowledges and agrees that his use of the Access Device means that he is legally bound by the amendments regardless of whether he is able to access the text of these terms or their amendments.

32. Force Majeure

The Company shall not be held liable in the event of force majeure and emergency situations such as suspension or delay of trading, war or earthquakes, unrest or communication line failure, electricity or equipment or software failure or any other cause beyond the control of the parties whether directly or indirectly or unauthorized access or theft or any problem technical or otherwise, which may prevent the Customer from entering, canceling or modifying an order or prevent the Company from acting on an online order or instructions.

If the Company determine that a force majeure event exist, the Company in its absolute discretion without notice and at any time take one or more of the following steps

- Close any or all of your open contracts at such closing level as the company reasonably believe to be appropriate
- Suspend or modify the application of all or any of the terms of this agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with the term or terms in question.
- Alter the last time for trading for particular contract.
- Take or omit to take all such other actions as the Company deem to be reasonably appropriate in the circumstances having the Company positions, your positions and the positions of other customers.

In the event of the above events, the Company shall not be liable to the client for any claims, losses, damage, costs and expenses, including lawyers' fees, arising directly or indirectly out of such events, as the company the right to amend any wrong prices in the client open and closed positions at the expense of the customer's account revealed.

In the event of the bankruptcy of National Bank of Kuwait, Gulf Bank of Kuwait or Interactive Broker of the United States, the bankrupt entity is responsible for the customer's civil and commercial liability in the investigation of its assets and does not prove the right of the customer to refer to the company.

33. Release of Liabilities

Termination of this Agreement shall not release the Account holder (holders) from any liability with respect to transactions effected until the date of termination regardless of whether claims were made before or after such termination.

34. License to use Company's Software and Restrictions thereof

The Company grants the Customer a license to use Company's software for trading only whereas the Company and/or the third parties shall remain the owner of the software including all applicable rights to patents, copyrights, trademarks. The Customer shall secure and protect,

as reasonably required, the Company's ownership and rights in the Software and shall not sell, exchange or otherwise transfer the Company's software to others. The Customer shall also not copy, modify, translate or decompile, reverse engineer, disassemble, update, replace, amend, enhance or make any additions to the Company's Software provided to the Customer.

35. Risk Disclosure statement

Dealing in products and securities offered by The Company (the "Products") entails a series of risks such as (without limitation) market risks, hedging and speculating risks including short selling risks, frequent trading "known as day trading", extended hours trading, execution and technology risks, product risks, currency risks, legal risks, accounting risks, credit risks, foreign country risks, lack of regulatory oversight risks, leverage risks, and tax risks. Investing in the Products requires an understanding of the nature of financial activities in general and a good knowledge of the nature of the Products, the risks involved and a financial ability to bear the prospective losses which may be incurred as a result of the investment in the Products.

This statement may not be sufficient to explain to you all the risks of dealing with the Products. Therefore, before you start dealing with The Company and the Products, you should carefully familiarize yourself with the nature of, and the risks involved by, investing or transacting in the Products. You should fully understand and be aware that it is your sole responsibility to make your own independent appraisal and investigation into the risks associated with your desired investment or transacting in any Product. You should only rely on your own assessment of the considered investment or transaction. You should not construe the contents of any communication from The Company, its officers, employees or agents as legal, tax or other advice.

Prior to investing in the Products, you should consult with your investment, accounting, legal, financial, tax and other relevant advisors to evaluate independently the risks, consequences and suitability of an investment or transaction in the Products. You must also ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of investing in or transacting with the Products. The Company makes no representation as to the proper characterization of the Products for legal, accounting, regulatory or tax purposes, or as to the ability of a particular investor to invest or transact in the Products under applicable legal investment restrictions. All investors whose investment authority is subject to legal or tax restrictions should consult their legal advisors to determine whether and to what extent the Products would legally constitute investments for such investors. Investors should invest or transact in the Products only if they can withstand a total loss of their investment.

You acknowledge that no guarantee or assurance whatsoever can be given by The Company with respect to profits and/or returns on the capital invested in the Products. Some of the Products such as derivatives can be highly volatile and are subject to a change in the value of the underlying asset. You may also be requested to deposit a margin before starting your activities with The Company. Trading derivative instruments will therefore allow you to leverage your investment by paying only a fraction of the capital required and still having a full exposure to the fluctuation of the price of the underlying asset. You should calculate the extent to which the value of the underlying asset must increase for your position to become profitable, considering all transaction costs.

Instrument may be influenced by a number of factors such as the level of interest rates and the price and volatility of the underlying asset. You will also be exposed to risks which are proper to the nature of the underlying asset. You should familiarize yourself with these risks prior to entering into any transaction. Certain strategies are used to mitigate the risk of entering into a derivative transaction. These strategies may not be effective in certain circumstances. Strategies using combinations of positions may be as risky as taking simple 'long' or 'short' positions. Hedging transactions may require a constant monitoring and failure to properly monitor a hedging transaction can make the position either un-hedged or over hedged and losses may be incurred.

You must monitor your positions and you shall not rely on The Company doing so. You further acknowledge that a stop-loss does not imply that the derivative instrument will be closed at that price or even closed. A sell-at-market-order or a limited order or any predefined automatic order does not imply that the derivative instrument will be closed or executed at that price or even closed or executed.

Trading with The Company on markets means that you are entering in to a position only with The Company or the broker port in its capacity as a counter party. Investors acknowledge that the rules designed to protect investors who purchase securities via an exchange or a regulated marketplace will not apply. Positions maintained for customers are non-transferable to third parties. Investments or transactions in the Products are not insured under any insurance program.

36. Cash Cover to the used margin (Applicable for OTC- CFD Products)

The Customer agrees and undertakes that in any case his Account's Equity to Margin Ratio shall not be equal to or less than Fifteen percent (15%) for the relevant product, market and currency in which the margin was used and that the Company shall have the right to liquidate the Assets in the relevant Account. For the avoidance of doubt the liquidation of the Account may be carried out and completed, at any time as long as and in the event of Equity to Margin Ratio becomes 15% or less has occurred regardless of the timing of liquidation and/or relevant market conditions.

The Company shall have the right to change the Equity to margin liquidation level from 15% to any other level which will be notified to the Customer from time to time in trading policies that is considered an integral part of this agreement.

37. Company's limitation of liability

The Customer agrees and acknowledges that the Company shall not be liable for any damage, directly or indirectly, which may result from using such Services including, but not limited to, for example the damage resulting from the loss of capital or loss in the margin profit, realized or unrealized losses, financial markets fluctuation or improper use of the Services or unauthorized entry of others or wrong placing of buy or sell orders or any other matter relating to Services. In no event shall the Company's liability exceed the highest monthly commissions and fees paid by the Customer to the Company during the dispute regardless of the amount of the Customer's damage.

38. Events of Default

An event of default shall occur:

- If the Customer breaches, repudiates, defaults in any way the provisions or attachments of this Agreement.
- If the Customer fails to provide assurances of performance of its obligations satisfactorily to the Company.
- If the Company, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the Customer's performance of any obligation and immediately after demand.
- If any proceedings are commenced against the Customer under any bankruptcy, insolvency relief of debtors or similar law.
- The Customer makes an assignment for the benefits of its creditors.
- If the Customer provided inaccurate information to the Company or if information initially correct when provided by the Customer subsequently becomes incorrect.
- If the Customer fails to pay any of the dues to the Company.
- If the Equity to Margin ratio in the Account becomes (10% or less) as contained in clause 36 of this Agreement, and in this case the Company shall have the right to liquidate the Assets in the Account for which the margin was used for, on the price of liquidation (Margin to equity 10% or less) Regardless the time of liquidation.

The Customer declares that all balances with the Company whether carried individually or jointly with others is to be considered as a guarantee to the Company to performance the Customer's obligations hereunder and (the Customer) indemnifies the Company against all omissions, costs, expenses, losses, fines, claims or obligations undertaken by the Company or third parties directly or caused by any of the previous events, the Company shall have the right to suspend any or any part of its obligations to Customers. In addition to that the Customer hereby acknowledges that the Company shall have the right to liquidate the Customer's portfolio or the Customer's all balances as if the same were pledged to the Company.

39. Settlement

Upon the occurrence of an event of default of any of the provisions of this Agreement, the Company shall have the right, in its sole discretion and without giving the Customer any additional notice, on any exchange or other market, to forthwith close and liquidate the Account, terminate any agreement with the Customer, sell any or all of the Customer's Assets (whether they are registered in the Customer's individual Account or in a joint Account) and cancel any pending orders and/or close out any outstanding contracts or other instruments. The Customer shall no longer be able to access the platform and to initiate Market Orders. All Cash Margins shall become immediately payable to the Company who will automatically offset all of the Accounts (whether individuals or joint accounts) and transactions. Any amount remaining after the full recovery by the Company of its rights shall be recovered by the Customer. The Customer shall further be liable to the Company for the amount of all reasonable legal and other professional expenses incurred by the Company in connection or as a consequence of an Event of default.

40. Governing Law and Jurisdiction

The Agreement and the non-contractual obligations arising out of, or in connection with it shall be governed by, and construed in accordance with, the laws of the State of Kuwait.

If any dispute arises out of or in connection with, or concerning the carrying into effect of, this Agreement, the Customer agrees that it will attempt to settle such dispute by amicable negotiations or ad hoc mediation before resorting to any other means of dispute resolution. If no legally binding settlement of such a dispute is reached through amicable negotiations or ad hoc mediation within 2 months from the date of the written notice of the dispute by either party, the dispute shall be subject to the jurisdiction of the courts of the State of Kuwait, Customer agrees that the Sword Capital collect funds deposited in their accounts in favor of the broker port.

41. Taxes and Set Off

The Company shall not be liable for any taxes or duties payable on or in respect of the Assets or other assets of the Customer nor for the management or any diminution/increase in the value of Assets or other assets of the Customer. All payments to be made by the Customer to the Company under this Agreement shall be made free and clear of and without deduction for or on account of tax unless the Customer is required by law to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Customer in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding (including any deduction or withholding applicable to additional sums payable under this clause, the Company receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made. Without prejudice to the provisions of the above, if the Company is required to make any payment on account of tax (other than tax on its overall net income) on or calculated by reference to any sum received or receivable under this Agreement by the Company, the Customer shall, upon demand of the Company, promptly indemnify the Company against such payment or liability, together with any interest, penalties and expenses payable or incurred in connection therewith. The Company may set off any matured obligation due from the Customer under this Agreement or any other arrangements or contracts whatsoever (to the extent beneficially due to the Company) against the Account and Assets therein, regardless of the place or the currency of payment. If the obligations are in different currencies, the Company shall be entitled to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. The Company may apply any amount it has received from or for the Customer or any Assets in the Account in or towards payment of any amount due from the Customer under this Agreement or any other arrangements or contracts.

42. Assignment

This agreement shall inure for the benefit of the Company's successors and assignees (whether by merger, consolidation or otherwise). The Customers grant the Company the right to transfer their Account to any successor organization or any other organization. The Customer is not allowed to assign any of the rights or duties of this Agreement or any interest in their Account to any third party without prior written consent of the Company.

43. Severability

In the event that a provision of this Agreement becomes invalid or unenforceable by any court or any official or unofficial agency such provision shall be ineffective to the extent of such invalidity without affecting the remainder of such provision or the remaining provisions of this Agreement.

44. Headings are descriptive

The heading of each provision in this Agreement is for descriptive purposes only and does not modify or qualify any of the rights or obligations set forth in each provision.

45. Entire Agreement

This agreement and all other agreements between the Customer and the Company in respect of the Account and any terms and conditions provided in the Company's Website or in the statements of account and trade confirmations provided to the Customer, constitute the entire agreement between the Company and the Customer who have made no representations or warranties other than those expressly provided herein.

46. Miscellaneous

This Agreement is subject to the laws and rules of USA and the International Stock Exchange and the relevant Stock Exchanges. Whereas the general conditions applicable to all the operations in the regular or parallel market and the futures markets also apply to the Accounts of the existing Customer with the Company. Any additional Assets are provided for the benefit of the Customers and for easy operation. In case of any dispute regarding the terms of trade, the terms and provisions of the Kuwait Stock Exchange shall prevail.

47. Customer's Particulars

The Customer represents and warrants that:

- The Account Application submitted by the Customer is incorporated by reference and made a material and integral part of this Agreement.
- All the information contained in the Company's Account Application Form is true and complete.

- That the client is fully aware of the risks of the market and it does not carry the Sword Capital any conclusions resulting from the loss through its decisions. And it is not trading at full property and has sufficient surplus to trade so that the trading amount does not exceed 20% of the overall public property and that he has sufficient experience to work, and trading in these markets through the experience of not less than 3 years or certificates of training courses in the same field, **Customer acknowledges that it satisfies this requirement .**
- The Customer agrees that if any of the information provided by the Customer in the Account Opening Application, the Customer shall make appropriate changes in the Customer account by using the procedures available on the Website of the Company or by calling the Company to obtain further instructions. The Customer authorizes the Company to make such inquiries, as it deems appropriate, at any time, to verify Customer information.
 - a) **If the Customer is a natural person (an individual):**
The Customer declares and undertakes that he is over 21 years old and has the legal capacity to undertake investment activities and is aware of the investment risks.
 - b) **If the Customer is a company:**
The Customer and its authorized representatives represent and warrant that the Customer:
 - o Is authorized pursuant to its articles of Association of the Company, joint venture agreement, bylaws, Employment Agreement or other governing documents and the jurisdictions in which the Customer is so registered or regulated (limited to Kuwait and members of Gulf Cooperation Council) to enter into this Agreement and to trade the securities or other investment products to be traded in the Customer's Account.
 - o Is under no legal incapacity.
 - o Is financially sound.
 - o Has sufficient experience and knowledge about the risks and characteristics of the securities, options and futures contracts, OTC-CFD contracts and other investment products to be traded in the Customer's Account.
 - o that the persons which the Customer identifies to the Company as authorized to enter orders and trade on behalf of the Customer have full power to do so.
 - c) **Restrictions on the directors of the companies registered in the Kuwait Stock Exchange:**
Any Customer who is a director in any of the companies registered in Kuwait Stock Exchange or other Stock Exchanges of Arab or Foreign or Gulf Cooperation Council, shall not trade any share in the Company unless he first informs the Company in writing. The Customer shall communicate to the Company if it becomes director in any other Company in future or of the expiration of a directorship held in any of the said companies.

48. Privacy and Safeguarding information

The Company shall take substantial precautions to safeguard the information of the current and previous Customers or with whom it has dealt with.

- a) **The Company shall not sell the information to third parties:** The Company shall neither sell Customer's information to any third parties nor shall license such to other companies. However, the Company shall notify the Customer in advance if it is required to license the data to others.
- b) **Information security is the Company's priority:** The Company has put in place various policies and practices that are designed to protect the privacy of the Customers' information and the Company evaluates such policies periodically in order to provide protection to the Customer's information.
- c) **Collection of Customer's particulars through working Channels:** The Company shall collect its customers' data in order to facilitate the Customers operation and provide efficient services and increase productivity. The Company shall collect and record the following information about the Customers:
 - o Data contained in the Account Opening Application and other forms given by the Customer to the Company.
 - o Data for trading provided by the Customer through the Company's Website.
 - o Credit information in order to verify information on Customer's identity and determine Customer's credit standing.
 - o Information regarding Customer's employment and place of residence.
- d) **Information sent to others:** Some information may be sent to the supervisory/regulatory authorities pursuant to the prevailing laws.
- e) **The Company observes the highest standards of accuracy:** The accuracy of the Customers' particulars is as much important for the Company as its customers. For this reason, the Company provides its customers with information about their Accounts through trading notices, Statements of account, by telephone through the Customers Relations employees, or via internet through the Company's Website. In case of any inquiries about the correctness of the statements, please call the Company immediately.

49. Email Confidentiality

The Company uses the email addresses of its customers to provide them with information that facilitates their dealing with the Company. The Company also provides additional services via email such as new issues, announcements concerning the stock exchanges, etc. Furthermore, the Company may use the email of the Customer to provide him with information about new products and services or investment opportunities that may attract the Customer's attention.

50. Complaint Handling and the trade mark

In the event that you should have a complaint against the Company, please refer to our Complaints Unit webpage at <http://www.sword-capital.com>, where you will find information on our complaints procedure and prescribed forms in Arabic and English for submitting a complaint. **Sword Capital trademark registered globally** is not entitled to any party to use or dispose of them acted in violation of any local or international law respect to trademarks and protection without the consent of the parent company in Kuwait, where the Sword Capital mark is a registered trademark and operating worldwide.

51. Term and Termination:

This Agreement shall be valid and in force for an unlimited period, unless terminated by either party under a prior written notice sent ahead of (3) three official Business Days to the other party at their own discretion. Termination of this Agreement shall not release the Customer from any obligation or responsibility relating to deals or transactions performed until the date of termination. In case of Termination Company has the right to close all the open position in the Customer's Trading Account.

52. Adoption of the willing, remittances and the collection of funds

I, the undersigned acknowledge and accept hereby acknowledge that any funds deposited in the Sword Capital Kuwait company accounts at the National Bank of Kuwait or the Kuwait's Gulf Bank US dollar bank accounts, through conversion or cash deposit or transfer by electronic payment channels related to the account are ordered me to Foreign and collection transfers and from the Sword Investment Capital mediator port which is one of the brand Sword Capital companies around the world, and for the purpose of investing in the global financial markets. Based on So the company Sword Capital the right to keep your special file includes complete data which is about detecting transfers that there are no third-party transfers, since any transfer of third party.

The company will not accept pregnant with the burden of bank charges to return the conversion, the company also maintains a Documents to prove identity and place of residence and source of funds for deposit in excess of KD 2000 (two thousand KD) The company also maintains a copy the contract agreement between the client and the foreign company. Sword Capital Disclaims any responsibility for any failure to make any money transfer networks due to reasons related to bank transfer or technical malfunction or any wrong Statements by the customer.

Sword Capital is committed to the company and its activities in accordance with the terms of the collection of foreign money orders, checks, money collection systems and regulations and the laws of the Central Bank of Kuwait and the Ministry of Trade and anti-money laundering Interior Ministry and obliges the customer acceptance of these regulations and any amendments that may arise Them. Sword Kuwait Capital Corporation and all those who made it as disclaims responsibility for any damages resulting from the client to global markets volatile behavior.

The legal responsibility of the company Sword Capital Kuwait limited to the collection of funds for the mediator port Sword Investment Capital Company, and the acceptance of complaints and cases at any branch of the company or under the brand Sword Capital of the world, and also specializes in reviewing financial transactions of the Company as applied by the anti-money laundering law and the financing of terrorism.

Legal ownership as belonging to all technology systems with an Sword Capital Commercial broker port Sword Investment Capital, including the website of the group and both companies of all branches of the world are regulated to sign Sword Capital recorded worldwide legal and reserved, and the Sword Capital sign is one of the fastest brands in the world prevalent as one of the 20 best companies on a global level and to spread the safety of customer funds and keeping safety deal.

ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENT:

I, _____,
hereby acknowledge, agree and declare that I have read all (51) terms and Conditions and all related and attached (3) appendixes that is set out hereinabove, which all consists of (26) pages, and I fully understand and have got clarifications and satisfactory answers to my queries and questions from the Company. Furthermore, I hereby accept and agree that these Terms and Conditions along with all the appendices appended hereto or will be appended later on (such as but not limited to: Trading policies, Product specification, Trading Notices) shall be binding upon me in respect of my account/accounts and trading with the Company

Date: _____

Signature: _____



For and on behalf of:

**Sword Capital Company
(Authorized Signatory)**

Name:

Date:

Signature:



Proprietary Funds Letter

Account Name:

Trading Account No.:

Dear Client,

With regards to opening a trading account with “Sword Investment Capital” company (SIC) for

Mr./Gentlemen

The undersigned warrants and represents the following:

- 1- All funds deposited in the trading account represent propriety funds of the account holder and do not represent interests of any other individual company.
- 2- The account holder manages funds, however the funds deposited in this individual account with (SIC) are strictly personal funds of the account holder.

The Account holder shall indemnify (SIC) for damage to the Company as a result of misinformation or misuse by the Client (the Account Holder, even after the termination or closing of the Account at Sword).

ACCEPTANCE AND AGREEMENT

I,

Signature:



Date:

Official Use

Back Office	Customer Service	Sig. Verification

Anti- Money Laundry Declaration

I am aware that Sword Capital is required, under the applicable laws and the Central Bank of Kuwait (CBK) the regulations and Capital Markets Authority, to take steps to combat money laundering and financing of terrorism, I hereby acknowledge the law no 106 of 2013 and the CBK circular no. 2/BS /IBS/308 /2013 on 18/8/2013.

I affirm that I will not involve myself in any transaction, through my personal accounts that involve laundering money obtained through criminal origin. Also, as an Client of the company, I note to follow all the practices that have been set up by the company for conducting due diligence on the customer identity and keeping surveillance on the transactions. I will immediately report to my superiors any suspicious customers and / or transactions, if presented to me for processing. I understand that I get legal protections against any personal liability in respect of such reporting of suspicious transactions and, on the contrary, non-reporting of any suspicious transaction involving money laundering and/or financing of terrorism that has been processed by me in the company may lead to consequences as stated in article of Law No. 2002/35.

Name:

Signature:



Date: