



**Securities Account Opening Contract – Natural Persons**

Name: \_\_\_\_\_

**Personal Information**

Date & Place of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Identification #: \_\_\_\_\_ Type: \_\_\_\_\_ Date &  
Place of Issue: \_\_\_\_\_ Expiry: \_\_\_\_\_

**Contact Details**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax.: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Professional Information**

Occupation: \_\_\_\_\_ Company: \_\_\_\_\_  
Title: \_\_\_\_\_ Employment Duration: \_\_\_\_\_

**Bank References (Please fill attached Bank Reference Inquiry Authorization Form)**

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_  
Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Authorized Representatives (Please complete attached Power of Attorney)**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_  
Identification #: \_\_\_\_\_ Type: \_\_\_\_\_ Date &  
Place of Issue: \_\_\_\_\_ Expiry: \_\_\_\_\_  
Registered Power of Attorney #: \_\_\_\_\_ Issue Date: \_\_\_\_\_

Limitations (Buy & Sale Instructions only / Receipt & Delivery of Funds & Securities):

Please Fill in: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

**Instructions & Communications (Please Fill In)**

Instructions by (Tel./Fax./E-Mail/Hand Delivery/Mail): \_\_\_\_\_  
Correspondence by (Tel./Fax./E-Mail/Hand Delivery/Mail): \_\_\_\_\_  
Statement Frequency (Monthly/Quarterly/Annually/None): \_\_\_\_\_

I/We hereby declare and certify that all the above mentioned information is accurate and true, and am/are legally responsible and liable for it.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible Employee: _____	Internal Use Only
Employee Signature: _____	Date: _____



**Securities Account Opening Contract – Corporate Bodies**

Company Name: \_\_\_\_\_

**Corporate Information**

Legal Status (Corporation/Limited Liability/Partnership): \_\_\_\_\_

Nationality: \_\_\_\_\_ Incorporation Law: \_\_\_\_\_

Commercial Registration # & City: \_\_\_\_\_ Tax Card #: \_\_\_\_\_

**Contact Details**

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax.: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Authorized Representative (As per attached Board Resolution or Commercial Register)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Identification #: \_\_\_\_\_ Type: \_\_\_\_\_ Date &

Place of Issue: \_\_\_\_\_ Expiry: \_\_\_\_\_

Limitations (Buy & Sale Instructions only / Receipt & Delivery of Funds & Securities):  
\_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

(for others, please fill in attached authorization list)

**Bank References (Please fill attached Bank Reference Inquiry Authorization Form)**

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Instructions & Communications (Please Fill In)**

Instructions by (Tel./Fax./E-Mail/Hand Delivery/Mail): \_\_\_\_\_

Correspondence by (Tel./Fax./E-Mail/Hand Delivery/Mail): \_\_\_\_\_

Statement Frequency (Monthly/Quarterly/Annually/None): \_\_\_\_\_

I/We hereby declare and certify that all the above mentioned information is accurate and true, and am/are legally responsible and liable for it (please affix corporate seal).

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Seal: \_\_\_\_\_



**Please answer the following questions:**

Do you, any of the representative(s) authorized to deal with this Account, or any of your relatives up to the second degree, work with any brokerage company or any other establishment dealing in securities?

If the answer is yes, please provide the following information:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

Are you a board member in any of the companies listed on the Stock Exchange?, or do you own a shareholding percentage more than 5% therein?

If the answer is yes, please provide the name of the company (ies):

1. .... 2. ....  
Capacity (as a shareholder), percentage .....

Safekeeping entity with which the Client wishes to deal with:

1. .... 2. ....  
3. ....

Do you authorize the Broker to collect your payable coupon (s)?

Do you authorize the Broker to trade in foreign securities on your behalf?

I/We hereby declare and certify that all the above mentioned information is accurate and true, and am/are legally responsible and liable for it (please affix corporate seal).

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**Know your Client Information Form as per Capital Market Authority**

Does the client invest in the market through another firm? \_\_\_\_\_

How knowledgeable is the client with regards to investing in financial instruments (Limited/Basic/Good/Expert): \_\_\_\_\_

Investment Objectives (Long Term Capital Gains/Short Term Capital Gains-Trading & Speculation-/ Regular Dividends): \_\_\_\_\_

Is it easy or difficult for client to add funds to the investment portfolio? \_\_\_\_\_

Does the client depend his/her investment for usual living expenses: \_\_\_\_\_

Does the client have alternative sources of income to meet unforeseen emergency living expenses? \_\_\_\_\_

Investment horizon for achieving investment objectives (number of years)? \_\_\_\_\_ Clients acceptance of short term price fluctuations (unacceptable/reasonable acceptance/ high acceptance/full acceptance)? \_\_\_\_\_

Annual Income (specify Currency): \_\_\_\_\_

Does the client expect an increase in annual income over the coming five years? \_\_\_\_\_

Number of family members (spouse and children for natural persons only)? \_\_\_\_\_

Anticipated investment portfolio size during the investment horizon? \_\_\_\_\_

I/We hereby declare and certify that all the above mentioned information is accurate and true, and am/are legally responsible and liable for it (please affix corporate seal).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Responsible Employee: _____	Date: _____
Employee Signature: _____	



### **Terms of the Contract**

On this day \_\_\_\_\_ corresponding to \_\_\_\_\_,

This Contract was entered into by and between:

- (1) Pyramids Capital Securities Brokerage, Capital Market Authority license Number 66, with its head office located at 31 Abdul Monaim Riad, Mohandesin, Giza, 12311, Egypt, represented herein by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_, referred to hereinafter as:

the “**Broker**” or “**First Party**”

- (2) \_\_\_\_\_ (as per the Account Opening Form), and in accordance with the particulars stipulated herein, referred to hereinafter as:

the “**Client**” or “**Second Party**”

### **Preamble**

Whereas, the Broker is a licensed securities brokerage company and the Client – the Second Party – wishes to deal in securities through the Broker; and Whereas, the Client wishes to benefit from the additional services provided by the Broker, including investment researches and studies, coupon collections, registration of shares and the payment of due installments related thereto, as well as the conversion of certificates into deeds.

Therefore, and after declaring having full legal capacity and authority to execute this Contract, the Parties agree as follows:

### **Article 1**

The abovementioned Preamble, together with the personal and supplementary information stipulated in the forms attached hereto, represent an integral part of this Contract and one of its components.

### **Article 2**

#### **Client’s Representations, Warranties & Liabilities**

- 1- The Client shall issue instructions to the Broker for the purchase and sale of securities, whether by facsimile or hand delivery, and may also issue such instructions by telephone or e-mail, as well as registering such instructions through the Broker by means of the telephone recording system and instruction logbook, in accordance with the forms and



Warranties approved by the Authority for receiving telephone or e-mail instructions which shall follow the procedures stipulated in Appendix (3) attached here to.

- 2- The Client shall be bound by its instructions and those issued by its authorized representative, until the expiry of the validity period of such instructions, or upon a notification issued to the Broker canceling these instructions prior to execution.
- 3- The Client shall pay the Broker the value of the purchase transactions as well as the sale and purchase commissions, in addition to the fees for services rendered and other expenses, in accordance with Schedule (1) attached hereto, which is deemed to be an integral part of this Contract. The Broker shall debit the Client's account with the amount of such expenses, without the need to obtain the Client's consent.
- 4- The Broker's invoice issued to the Client will be deemed as the acceptable evidence for execution and shall be payable immediately upon effecting the settlement in accordance with Law No. 95 of 1992, together with its Executive Regulations and the applicable regulations of the Stock Exchange and Misr Company for Clearing, Settlement & Central Depository.
- 5- If the Client is delayed in fulfilling any of its obligations as stipulated herein, then the Client shall compensate the Broker for all and any material and moral damages resulting from such failure, as well as all and any costs incurred by the Broker, in addition to any fines collected by the Settlement Guarantee Fund as a result of the Client's delay in effecting cash payment or providing the documents related to the executed transactions. Without prejudice to the provisions of Article 243 of the Executive Regulations of Law No. 95 of 1992, the First Party may freeze the Client's balance held with Misr Company for Clearing, Settlement & Central Depository in an escrow account, until partial or total sale of the Client's securities at market prices and within the limits that enable the Broker to cover the Client's debit balance. If the due value of the purchased securities for the Client is not paid within three days of being notified of the execution of such purchase transaction, the Broker shall serve the Client with a written notice, warning the Client that failure to pay amounts due to the Broker within three working days, and that such failure to pay shall be deemed as an authorization from the Client to the Broker to sell such unpaid securities. If the sale of such securities does not cover the debit balance, the Broker shall have a recourse against the Client up to the remaining debit balance, irrespective if such recourse is a result of an insufficient cash balance or the issuance of a dishonored cheque.



- 6- If the Client does not object to the execution notices within a maximum period of two business days of receipt thereof, this shall be deemed as a final acceptance of their contents. Furthermore, if the Client does not object to the account statements within a maximum period of fifteen days of receipt thereof, then this shall be deemed as a final acceptance of their contents. The Client shall be bound by the transaction in any of the following cases and may not object thereafter to same:
- if the Client's instructions are issued in the manner stipulated in this Contract;
  - if the Client (or his/its representative, as authorized by virtue of a power of attorney or an official document) approves the invoice; or
  - if the Client (or his/its representative, as authorized by virtue of a power of attorney or an official document) approves the account statement containing the details of the transactions, in addition to the outstanding amounts related thereto.
- 7- The Client shall advise the Broker in writing of any changes that may occur to any of the data stipulated herein.
- 8- The Client warrants and represents that the documents submitted to the Broker are true, correct and under its liability.

### **Article 3** **Broker's Representations & Warranties**

- 1- The Broker shall purchase and sell securities in the name and for the account of the Client, as stipulated in the provisions of Article 256 of the Executive Regulations of Law No. 95 of 1992.
- 2- The Broker shall advise the Client in writing – or in the agreed-upon manner stipulated in this Contract – of the status of execution of the Client's instructions, whether related to a sale or purchase, within 24 hours from execution of the instructions.
- 3- The Broker shall exert its best efforts to preserve the confidentiality of the Client's information and documents within the scope of the law. The Broker shall also avoid any conflicts of interest when executing any of the Client's instructions.
- 4- The Broker shall carry out the Client's instructions with due diligence. However, if the Broker is unable to execute the full quantity of securities contained in the Client's instructions, the Client may not refuse to accept the quantity executed in his/its favor, unless otherwise provided by an explicit provision contained in the instructions.



#### **Article 4**

##### **Duration of the Contract**

The duration of the Contract shall be one year, commencing from the date on which it is executed and is automatically renewable. Either Party may terminate this Contract at any time by virtue of a written notice 15 days prior to the termination date, provided that all financial matters outstanding between both Parties shall be settled within one week from the date of such notice.

#### **Article 5**

##### **General Provisions**

- 1- Each advice containing recommendations given by the Broker shall be based upon available information and with the purpose of providing service to the Client and shall not be deemed as a warranty of the value of the securities nor their future performance , as price fluctuations may lead to profits or losses for which the Broker shall not be responsible, nor shall the Broker be held responsible for those transactions which are cancelled by the Stock Exchange or the Capital Market Authority, provided that the said cancellation is not attributed to the Broker, and notwithstanding its obligation to exert due diligence.
- 2- The Client represents and warrants being the original owner and sole beneficiary of opening the account and that all of its funds are from legitimate sources. The Client shall complete the attached form and provide the Broker with any additional data that it may request to ascertain the legitimacy of the sources of the invested funds that will be used in the purchase of securities, in accordance with the provisions of Law No. 80 of 2002 banning money laundering transactions, along with its Executive Regulations and Ministerial Decision No. 620 of 2001 issued by the Minister of Economy and Foreign Trade, as well as the Decree No. 4 of 2003 issued by the Board of the Capital Market Authority. The Client shall also complete the attached form prepared by the said Authority pursuant to the principle of “Know your Client”.
- 3- This Contract is governed by the provisions of Law No. 95 of 1992, along with its Executive Regulations, those Decrees enforcing the said Law and the provisions of all other related laws, in addition to the provisions of the Commercial Law No. 17 of 1999.
- 4- This Contract may only be amended by a written document signed by both Parties. Any notices sent to or received from the addresses stipulated in this Contract shall be deemed valid and effective.





**Article 6**  
**Dispute Resolution**

Any dispute or controversy arising between the Parties, may be settled by reconciliation under the auspices of the Egyptian Capital Market Association (**ECMA**). The Parties may also agree to resolve the dispute or controversy by arbitration in accordance with Law No. 27 of 1994 regarding civil and commercial arbitration or through referral to the Cairo Regional Center for International Commercial Arbitration. In all events the Broker shall send a copy of the conciliation agreement, arbitration award or court judgment – as the case may be – pertaining to the resolution of the dispute or controversy, to the Capital Market Authority.

**Article 7**  
**Counterparts**

This Contract has been issued in two counterparts, with one copy being handed to each Party to act accordingly. The Arabic text shall prevail in case of a discrepancy between the Arabic and English texts.

**Appendices:**

- **For individuals:** copy of ID and official powers of attorney authorizing those person (s) having the right to deal on the bank account.
- **For corporate bodies:** a copy of the Commercial Register and Articles of Association, together with an authorization to open an account with the Broker and an authorization for the person(s) having the right to deal on the said account, along with photocopy (ies) of the ID(s) of the authorized representative(s) who have the right to deal with the Broker.
- A statement specifying fees, commissions and expenses.
- An authorization by the Client consenting to an inquiry with those banks he/it deals with.
- The rules and procedures that shall be taken into consideration when carrying out the Client's instructions issued via telephone or e-mail.
- Authorization pursuant to Article 2 (5).
- Dispute resolution agreement as per Law 27 of 1994 of the Arab Republic of Egypt.

**Broker/First Party**

**Client/Second Party**



**Attachment no. (1)  
Commission, Expenses and fees**

Trading Commission	(     %) per Operation
Central depository follow up, coordination and expenses services changes	(0.05%) per operation
Coupon commission	1% with EGP 10 min. and EGP 1000 max
Recovery, acquisition commission payment changes (elected biannually at 31/12 closing value)	(0.007%)
Monthly administrative charges against special services	EGP
1st time account opening expenses	EGP (to be paid once)
Account Statement expenses	EGP (to be paid once)

- The customer shall incur trading commission, clearing services, stock exchange services and charges, governmental stamp duties, central depository commission and other trading related expenses.
- The company may deduct sums from customer's account to adjust entries made in error on his account with no need to prior notice for such deduction that would be made by reverse entry or any other accounting method
- The customer declares bearing all expenses and penalties that the company may incur in the course of having its dues and in the case of non-payment of required sums when asked
- All fees, expenses, penalties and service charges shall be directly deducted from the customer's account and the customer shall pay required sums when asked in case of having
- Customer's credit account incurs no interests
- The company may cover customer's debit account from its other credit accounts even if in different currencies subject to applicable exchange rate
- Banks drawn checks collection expenses deducted by the company shall be directed cut out of the client account, the same goes for expenses of transfer from company client account, upon its instructions and client account administrative charges



- Aforementioned fees, commissions, expenses, charges and conditions shall be part of account opening contract 2nd clause. The company may amend such commissions and expenses at any time, providing the client prior written consent
- The customer shall delegate the company to conclude contract, deal with licensed agencies as trustees and deduct from its account to pay commissions and expenses related to such agencies
- The customer declares that stocks to be sold or bought in his/her minor children names are paid as grant from his /her part and their transfer to the minors had no other means and the company may cover the minors debit accounts from the client credit accounts and vice versa The client shall submit a court order approving such action if sums are not paid as grant
- The customer declares having agreed to have his/her phone calls to the company recorded and signing the account statement shall be an approval to erase such recordings
- The customer declares having agreed to be advised by the company of his/ her transactions by fax, thus, such being a proof of his/her knowledge of such transactions and approval thereof with no objection , challenging rights in terms of the above and company's instructions and orders sent by fax
- The customer declares having agreed on online transaction, accepting all related risks incurring solely all subsequent potential risks, with no right to challenge company's instructions and orders transmitted by this means and all sent information by the company to his/ her e-mail shall be binding and proof of his /her knowledge and consent of its content

**Customer Name**

**Signature**

**Date : / /**



**Appendix (2):  
Bank Reference Inquiry Authorization Form**

Date:

To Messrs (Bank Name):

With Reference to our Client (Client name):

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Kindly provide us with your information about the business integrity and financial reputation, as well as the period and the nature of your dealings with the aforementioned Client. Please be assured that all of the information provided by your esteemed establishment shall be strictly confidential. You will find hereunder the consent of the Client to run the subject inquiry.

For Pyramids Capital Securities Brokerage

Name:

Title:

Signature:

Date:

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I, the undersigned, consent to providing all and any information required by the Broker without any responsibility on your part.

For the Client

Client Name:

Signature:

Date:



**Appendix (3)**  
**Procedures & Warranties**  
**For Receiving Client's Instructions by Telephone or Electronic Mail**

**Telephone Instructions**

The Broker received the approval of the Capital Market Authority on 15/03/2007, for telephone instructions in accordance with the provisions of Article 263 of the Executive Regulations of Law 95 of 1992.

**E-mail Instructions**

The Broker received the approval of the Capital Market Authority for receiving e-mail instructions, and the following measures shall apply to ensure sufficient warranties:

1. A third party shall be named as having the appropriate technical and electronic capabilities for providing internet services, i.e. an Internet Service Provider (ISP) to carry out such task.
2. Such third party shall be licensed by the competent authority in charge of regulating and setting up of e-mail signature standards in Egypt by virtue of the E-Mail Signature Regulation Law, in accordance with the following:
3. The third party shall provide an e-mail address for each company wishing to receive e-mail instructions. The Capital Market Authority shall be informed with such e-mail address, which shall be the sole official address to be used by the Broker.
4. The third party shall keep all the e-mail data for all brokers participating in the system in chronological order. Such data shall not be erasable, amendable or revocable.
5. The third party shall take all necessary technical and security precautions, and shall be held fully responsible for the impossibility to amend any e-mail message kept in the chronological archives. This system is meant to receive e-mail instructions in both directions:
  - First Direction: The e-mail device allocated for e-mails concerning the brokers participating in the system.
  - Second Direction: The e-mail device allocated to register immediate chronological archiving of all incoming messages.
6. The third party shall be the sole reference in the event of any discrepancies between the Broker and one of the clients.

The third party shall provide the Capital Market Authority with the IT Project for managing such operation for review and approval by the said Authority. No amendments shall be made to such system without the review and approval of the Authority.



**Contract Provisions Attachment no. 4  
Arbitration agreement under law no. 27 /1994**

This contract is made on \_\_\_\_\_ by and between

First  
Pyramids Capital Securities Co  
Located at : 31 Abdel Moneim Riad, Mohandesseen- Giza  
Represented herein by Mr.  
In his capacity as

(referred hereinafter as the first party or the Company)

Second  
M/S Mr.  
located at  
I.D:  
Issued by:

Type:  
Issued on: / /

(referred hereinafter as the customer or the second party)

**Preamble**

As addendum to account opening contract , both parties agreed that any disputes arising from or in relation of the said contract shall be settled by arbitration , subject to law me 27/1994 provisions and following conditions This preamble shall be an integral part completing and construing hereof

**Clause One**

The arbitration panel shall include three members. Each party shall choose an arbitrator. Then both selected arbitrators shall agree upon the third. If either party fails to appoint an arbitrator within the following fifteen of its notification date on aforementioned address herein or if both selected arbitrators fail to agree upon a third arbitrator within the following fifteen days of the last appointed arbitrator selection date Cairo Court of appeal shall make the due choice upon either party request and the arbitrator chosen by the Court or both selected arbitrator shall head the panel

**Clause Two**

Subject to Egyptian Procedural Law provisions, notices shall be process-served, without prejudice to provisions herein was per the process-served location either in its domicile/ workplace according to its address stated herein and in contract. The notice shall be valid unless the other party is notified of address change till formation of arbitration panel which will determine later means and dates of notices to the best interest of both parties and subject to time saving requirement, with arbitration place at the first Party /the company headquarters notification



**Clause Three**

The Arbitration panel shall apply Egyptian laws rules and regulations.

**Clause Four**

Both parties declare that aforementioned addresses herein and in contract are valid and all correspondences and notices sent thereto shall be valid and legally effective

**Clause Five**

This contract is executed induplicate, a copy per party for action purposes

**First Party**

**Second Party**



**Online Trading, direct instructions & orders  
reception and transmissions services application**

M/S: \_\_\_\_\_

Presented by : \_\_\_\_\_

Email : \_\_\_\_\_

User Name : \_\_\_\_\_

We hereby request your approval to open an online Trading account to benefit from company's provided services and to accept directly my orders online. I hereby acknowledge knowing and accepting all related risks to internet use. I solely bear all potential subsequent risks. I shall fully assume the responsibility of my account username and password protection and non-disclosure. I shall practice due diligence and take due precautions when using the service from a public computer, bearing responsibility and liability of any misuse. I hereby acknowledge being fully aware that my account username and password are my identifiers and any transaction made using such shall be considered taken upon my orders. I hereby acknowledge being fully responsible of all executed instructions and transactions using my account username and password.

I also hereby acknowledge that online available information and data on the company website in relation to my transactions and executed operations on my account shall be considered as company's sent notification to my part and a proof of knowledge and approval on such information and executed operations on my account. The company shall not assume any liability in case of any failure. The company is entitled any time to stop providing this service (online Trading, direct instructions & orders reception & transmission service) without prior notification or furnished reasons.

I hereby settle all sent information and notifications to my part by the company are binding, being evidence on my knowledge and approval regarding content thereof. I hereby declare receiving my username and my password and I shall change them instantly.

This application shall be an integral part of account opening contract, enforceable and shall be under rules and regulations governing securities transactions, subject to regulating laws and decrees

**Customer Name:**

**Date:** / /

**Signature:**





### **Intraday Trading Contract**

This contract is made on \_\_\_\_\_ by and between

1-Company : \_\_\_\_\_ (Company)

2-Mr: \_\_\_\_\_ (Customer)

And both parties agreed on follows:

#### **Preamble**

Upon the Customer desire to deal under intra-day trading system, subject to Capital Market Authority president decree no 24/2008 on 25/03/ 2008 following the customer declaration to have reviewed the company disclosure form (attached hereto) [attachment no 2) setting out potential investment risks faced by client when dealing under intra-day trading system, to accept incurring all potential investment risks related to investment under such a system to have considered stock exchange market trading regulating rules and procedures in general and specially those regulating intraday leading attached hereto (attachment no 1) , to comply to such willingly, voluntarily, out of effective awareness as the company obtained the Capital Market Authority approval o practice intra-day trading on 25/9/2006 , both parties agreed, after declaring being of fill legal capacity and competence, upon the following:

#### **Clause (1)**

The previous preamble shall be an integral part hereof

#### **Clause (2)**

The customer or authorized representative shall agree on company dealing in its name for its account under intraday trading

#### **Clause (3)**

The company shall execute the customer's orders after confirmation that said securities subject to the customer's order are the ones to be traded in. The company shall open a customer separate account related to intraday trading transactions, thus enabling to differentiate such transactions from others

#### **Clause (4)**

The customer declares being aware of imposed restrictions on such trading system especially the one related to max. daily transactions per client of r 110000 tone to ten thousand) of company listed stocks or Capital Market future potential amendments to such restrictions

#### **Clause (5)**

The customer shall fulfill all its transactions related and arising obligations in execution hereof as per attached hereto expenses and commissions tables



**Clause (6)**

If intraday purchased stocks (all or part thereof) were not sold on the same day, the unsold ones shall be the customer's property, the customer shall incur all financial obligations in relation thereof. if failing to meet such obligations in due dates, the customer declares giving consent to the company 's action in relation to all or part of such stocks to cover its position and meet such obligations

**Clause (7)**

If intraday sold stocks (all or part thereof) were not purchased on the same day, The customer shall bear all obligations in relation to have non-purchased stock covered for settlement purposes, plus price differences, other expenses and related commissions, thus required to meet such obligations immediately

**Clause (8)**

If dealing online under intraday trading system, the present contract shall be an addendum to main transaction account opening contract related to listed stocks signal and concluded with the brokerage company on // and to online transaction account opening contract

**Clause (9)**

Any disputes between customer and company shall be settled by the same means agreed upon under the original contract dated / /

**First party**

Company representative

Signature

**Second Party**

Customer Name

Customer representative Name& capacity

Signature

Executed on / /



**Attachment (no 1)**  
**Intraday Trading**  
**governing & regulating rules & procedures**

The customer declares being aware of intraday trading governing rules & procedures including:

- 1- Capital Market Authority president decision dated 25/3/2008.
- 2- Stock market - Intra Day Trading related rules and procedures.
- 3- Center central registration & depository Co rules and procedures related to clearing, adjustment of stock exchange executed intraday trading transactions

The customer must sign a declaration acknowledging having reviewed and considered such governing rules & procedures

I hereby declare having reviewed, considered and accepted all said decrees, rules and procedures governing intraday trading,

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Attachment no (2)**  
**Disclosure Form**  
**Regarding Intraday Trading related investments risks**

**A. Concerning general risks related to intraday trading, the company desires to notify its customer of the following:**

1. Intraday trading is a high risk system
2. Intraday Trading is not suitable for limited financial resource investor in general. This type of investor has no ability to incur related high risks
3. Intraday trading investor must be well aware of and willing to face the potential of being exposed to high risks that may reach total loss of invested resources under this system, plus commissions and other expenses that may decrease capital profits or increase capital losses
4. Any retained funds for health, education and living cost are not advised to be invested under this system , the same goes for funds gathered from overdrafting , loans from banks, mortgage of a project/ real estate
5. Intraday trading investment requires full knowledge of capital markets, ways of work and investment patterns thereof, intraday trading used mechanisms and strategies (mainly margin trading & borrow for sale mechanisms), market fluctuations in different economic renditions and required orders in relation thereof.
6. Intraday trading investment requires instant and thorough follow up by investor to identify stocks price trends under this system, in order for the investor to reduce potential faced risks while taking timely decisions in session
7. Intraday trading investment involves exposure of unprofessional investor to all sorts of risks more than those faced by other experienced and professional market investors under this system with Knowledge and practical experience of this system

**B. Extra intraday trading investment related risks**

The company also wishes to advise you as intraday trading investor that there are extra risks that the investor can face while dealing under this intraday Trading system. Applying disclosure, transparency and investor protection principles, the company saw that it is best to advise you of such to make sure that you are well aware and prepared to face such if exposed. Here follows a summary of extra risks.



**1. Margin trading Risk**

Purchasing stocks and financing part of purchased stocks by borrowing for intraday trading transaction increases daily loss odds at the end of each session in case of value downward trend.

The downward trend continued, some dealers may resort to ending daily intraday transactions, which increases value of achieved losses, causing a total less of borrowed funds to finance investment under this system. Losses may even exceed borrowed funds value causing partial erosion of customer own funds.

**2. Short selling risk**

Borrowing stocks and selling the same at the beginning of the session then the prices taking an upward trend may lead to instant losses especially if such stocks were purchased to cover its short position. Failing to repurchase sold stocks on the same day entails settlement through aggregating or borrowing stocks to finalize the settlement, with prices continue to go up day after day, Intraday trading investor losses will increase repeatedly till the investor closes its short positions by buying borrowed securities.

**3. Market risk**

Intraday trading entails that the customer incurs both market risks and credit nocks (margin trading and borrow for sale mechanisms) and such risks increase due to the need to close short positions inches in margin trading or borrow for sale mechanisms. There are certain risks they may face all market securities such as public or macroeconomic events whether positive or adverse, such events result in outstanding value fluctuations that may contribute either in the customer losses or profits. It's noteworthy that extra risks resulting from electronic circuit break regarding the stock trading if increase or decrease of weighted price reaches 10% or 20% may not enable the investor to close short position on this day

This may maximize losses if event impact trend goes to the opposite way of open positions to be closed in session either by sale or purchase, by reversing the case in case of client long positions to be transformed to long term available investment funds

**4. Communication risk**

There are also other risks related to intraday trading such as connection failure power failure and communication line failure Under these circumstances, system failure risks increase if the investor is holding online with possibilities of network failures during session these events and alike may result in client inability to make an investment decision or execute an order on due time during session, a matter that may increase risks faced by Intraday trader



**5. Security risk**

Trading requires a comprehensive study trading price movement in a certain timeframe allowing study of trading price levels, price range within session plus max. and min. trading price . Security intraday trading as an investment without proper study of trading trends and movement, purchase pale opportune moment in session taking into consideration limited session hours and quick investment decision importance may lead to client maximized losses plus other risks related to essential events announced by the company during session, to which the investor must respond and its decision is affected, a matter requiring investor full knowledge and awareness of capital markets, strategies, investments and related risks thereof

**6. Currency risk**

Foreign exchange intraday trading system may lead to additional losses to the investor due to exchange rates changes as the investor may achieve capitalistic profits due to difference between purchasing and selling prices However, changes in exchange rates may result in profit erosion and even losses upon conversion to foreign currency. In case of losses due to intraday trading, foreign exchange may affect the extent of such a loss

I hereby declare having reviewed, considered and accepted this investment risk disclosure form content

Customer name  
Signature

Executed on / /