

EXECUTION-ONLY SERVICES AGREEMENT

(Version applicable for offline signing)

(Effective from 02.11.2023)

This **EXECUTION-ONLY SERVICES AGREEMENT** (the “**Services Agreement**”) is made on _____, 20____, by and between

- (1) _____, [passport details _____], [registered at _____] / [a company registered in _____ and having its Registered Office at _____] (the “**Client**”, or the “**Customer**”); and
- (2) **AM Wealth Limited**, a company authorised and regulated by the Abu Dhabi Global Market (“**ADGM**”) Financial Services Regulatory Authority (“**FSRA**”) and having its registered address at 2467, Al Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE (“**AM Wealth**”, or “**AMWL**”, or the “**Broker**”), hereinafter collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

- (1) AM Wealth is regulated by the Abu Dhabi Global Market (“ADGM”) Financial Services Regulatory Authority (“FSRA”) and currently authorised by FSRA to carry out the Services;
- (2) The Client categorized by AMW as a [Professional Client]/ [Market Counterparty] wishes to engage AM Wealth to execute Transactions with or for the Client as a matched principal and agent.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. APPOINTMENT OF THE BROKER

(1) The Customer hereby appoints AM Wealth Limited to execute any transactions in investments for the Customer with or on behalf of the Customer in its own name, but at the expense of the Customer (who shall be regarded in that case as an undisclosed principal) and upon the Customer’s Instructions/ Orders to enter into Transaction in Financial Instruments on an execution-only basis in accordance with the terms and conditions of the Client Agreement (including Terms) as this may be amended or supplemented from time to time. The Customer hereby also agrees that in executing Transaction with or for the Customer, the Broker may in its absolute discretion deal with the Customer as a principal (a matched principal) or agent.

(2) Specific investment parameters, if any – financial instruments, transactions, etc. should be sent to AM Wealth Limited from verified email or any other verified means of digital communication as per law and if agreed and accepted by AM Wealth Limited.

(3) The Terms and all other documents constituting the Client Agreement, as amended from time to time, set out the terms upon which the Broker shall deal with the Client in respect of Transactions. By entering into this Services Agreement, the Client accepts all the terms and conditions of the Client Agreement and consents to be bound by the Client Agreement. The Customer hereby also agrees that the Terms, the Fees and Commissions Schedule and any other document disclosed in the "Legal Documents" section of the Website forming integral parts of the Client Agreement may be amended (adjusted) by the Broker at its absolute discretion in accordance with the procedure set forth in clause 2 of the Terms.

II. ACCEPTANCE OF APPOINTMENT

The Broker hereby accepts its appointment on the terms and conditions of the Client Agreement and agrees to provide the Customer with the Services including execution-only Dealing in Investments and Providing Custody using external financial institutions/custodians.

III. COMPENSATION TO THE BROKER, EXPENSES AND LIABILITY

In consideration for its services under the Client Agreement, AM Wealth shall be paid fees at the rate and in the manner set forth in AMW Fees and Commissions Schedule published on the Website and subject to changes at AMW sole discretion.

[The Parties hereby agree that the Fees applicable to the Services rendered hereunder shall be those specified in section of AMW Fees and Commissions Schedule].

IV. NOTICES

Unless otherwise specified herein, all instructions and notices under this Agreement shall be given or sent to the Customer, to e-mail address verified during onboarding or phone number verified during onboarding by means of digital communication as per law and if agreed and accepted by AM Wealth Limited. The only acceptable way for sending Account and Bank Details of the Customer and for sending termination notice is email.

The Customer is responsible for alerting AM Wealth Limited to any change in the email address and phone number specified herein.

V. MISCELLANEOUS

(1) This Services Agreement shall form part of the Client Agreement, and be subject to the Terms, including, but not limited to, Clause 2 (Commencement, Validity and Amendment), Clause 4 (Powers and Obligations of AM Wealth Limited, Execution of Instructions/Orders), Clause 7 (Reporting (Confirmation Notes and Periodic Reports)), Clause 11 (Termination) and Clause 13 thereof (Applicable Law and Dispute Resolution). Unless redefined herein, capitalised terms used in this Services Agreement shall have the meanings given to them in the Terms.

(2) This Services Agreement together with the Terms, Fees and Commissions Schedule, any other document disclosed in the “Policies and Regulation” section of the Website and any other investment services agreement between the Parties, as these may be amended or supplemented from time to time, shall collectively constitute the entire Client agreement and understanding of the parties with respect to the subject matter hereof.

(3) This Services Agreement is executed in two counterparts – one for each Party, both counterparts have equal legal force and shall together constitute one and the same instrument.

(4) No amendment, modification or waiver in respect of this Service Agreement will be effective unless in writing and executed by each of the Parties.

(5) Account and Bank Details of the Customer are incorporated by reference hereto and shall constitute an integral part of this Services Agreement. The Customer obliges to send this information by email.

Template 1. Account details.

The initial amount transferred to the Account equals to:

USD

EUR

RUB

The initial composition of the Account: money.

Securities transfer: *please specify per ISIN*

Security ISIN	Quantity	Currency
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Template 2. Bank Details of the Customer

Template for cash transfer:

For cash transfer to your account with AM WEALTH LIMITED – please use bank details of AM Wealth limited and specify your account number with AM Wealth Limited in purpose of payment/ payment additional information when instructing your ordering bank.

For cash withdrawal from your account with AM WEALTH LIMITED - please specify the following information:

Your account number with AM WEALTH LIMITED to be debited (Mandatory)	
Amount (Mandatory)	
Currency (Mandatory)	
Intermediary/Correspondent Bank	
Intermediary/Correspondent Bank SWIFT/BIC	
Account of Beneficiary Bank with Intermediary Bank	
Beneficiary Bank (Mandatory)	
Beneficiary Bank SWIFT/BIC	
Beneficiary account No/IBAN (Mandatory)	
Beneficiary name (Mandatory)	
Final Beneficiary (Mandatory, if equals to Beneficiary name, please duplicate it in this field. If it does not – then mention final beneficiary name and any additional payment details)	

Template for securities transfer:

Please specify all information mentioned below when ordering securities transfer.

Your account number with AM WEALTH LIMITED (to be credited or debited)	
Trade Date (TD) (As agreed, but cannot be earlier then securities transfer request or equal to Market Holidays)	
Value Date (VD) (As agreed, default TD+2 – does not include Market Holidays)	
Security Type (Equity / ADR / GDR / Bond / ETF, etc.)	

Security Name / Issuer name	
Security ISIN (Mandatory)	
Quantity (Mandatory)	
Currency (Mandatory)	
Place of Settlement (Euroclear or DTC)	

Please provide the bank details of your custodian (for this purpose you can use our standard template for securities settlement with all needed information):

Custodian (Please mark here your custodian agent with BIC code if available)	
Market account / Safe account (Please mark here market account of your custodian with clearing agent)	
Clearing Agent (Please mark here clearing agent with BIC code if available)	
Country / Market	

For EUROCLEAR as Place of Settlement, where Euroclear Bank SA/NV is a clearing agent, the following field is mandatory:

- Market Account / Safe Account (market account of your custodian with Euroclear)

For DTC as Place of Settlement, where DTC is a clearing agent, please provide:

- DTC account / Participant ID
- Safe account of your custodian with DTC participant if your custodian is not a DTC participant, otherwise your own safe account.

If requested by your custodian, Trade Price and Net Settlement Amount should be empty or equal zero when instructing securities position transfer to our custody / from our custody for Free of Payment instruction.

For UK securities, please mention if there is a beneficiary change takes place as: CBO (change of beneficial ownership) or NCBO (non-change of beneficial ownership).

Please note that securities PSET (Place of Settlement) should be equal to your custodian SSIs (Standard Settlement Instructions).

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Services Agreement as of the date first above written.

For and on behalf of the Broker:
AM WEALTH LIMITED

By: _____

Name: _____

Title: Director

For and on behalf of Customer:

By: _____

Name: _____

Title: _____