

INVESTMENT ADVISORY/ARRANGING DEALS IN INVESTMENTS SERVICES AGREEMENT

(Version applicable for offline signing)

(Effective from 25.08.2026)

This **INVESTMENT ADVISORY/ARRANGING DEALS IN INVESTMENTS 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**"); 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 Unit No. ALS-8-04, 8th Floor, Al Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE ("**AM Wealth**", or "**AMWL**", or the "**Advisor**"), 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 [Retail] / [Professional Client]/ [Market Counterparty] wishes to engage AM Wealth to advise on Investments or Credit and/or arrange Deals in Investments for the Client.

(3) Where the Client is categorised as a Retail Client, AM Wealth shall provide advisory services subject to additional regulatory protections, including suitability assessments, enhanced disclosures and best execution obligations, in accordance with applicable FSRA Rules and AM Wealth's internal policies and procedures.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. APPOINTMENT OF THE ADVISOR

(1) The Client hereby appoints AM Wealth Limited to carry out the investment advisory services involving providing the Client with advice/recommendations on the merits of his/her/its buying, selling, subscribing for or underwriting particular individual investments in Financial Instruments or entering into a credit facility or exercising any right conferred by such an investment to buy, sell, subscribe for or underwrite such an investment and/or to make arrangements, upon the Client's

request, with a view to the Client (whether as principal or agent) buying or selling a specified Investment or subscribing for or underwriting a specified Investment, in accordance with the terms and conditions of the Client Agreement (including Terms) as this may be amended or supplemented from time to time.

Where AM Wealth provides execution services in connection with advisory recommendations, such execution may be carried out on an agent or principal basis (including on a matched or non-matched basis). Where acting as principal, AM Wealth may be the Client's direct counterparty and may derive revenue through spreads, mark-ups or mark-downs, which may give rise to potential conflicts of interest.

Further details on execution arrangements, including best execution obligations, execution venues and pricing methodology, are set out in the Order Execution Policy available on the Company's website.

The Client acknowledges that investment advice is provided solely under this Agreement. Any execution-only transactions entered into separately shall not constitute investment advice and may be subject to appropriateness assessment as applicable.

Where Transactions are executed following advice, such execution may be carried out on a principal basis, and the Client may receive a price that includes a spread or mark-up which may differ from prices available from other market participants.

(2) Information and documents necessary for performance by AM Wealth Limited of its obligations under the Client Agreement 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.

(2.1) The Terms and all other documents constituting the Client Agreement, as amended from time to time, set out the terms upon which the Advisor shall deal with the Client in respect of Services. 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 Client 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 Advisor at its absolute discretion in accordance with the procedure set forth in clause 2 of the Terms.

(2.2) Where the Client is categorised as a Retail Client:

(a) AM Wealth shall, prior to providing any regulated Service requiring such assessment, obtain sufficient information regarding the Client's knowledge and experience, financial situation, investment objectives, risk tolerance and ability to bear losses, in order to assess whether a proposed Investment, transaction or service is suitable for the Client or otherwise permitted to be provided under applicable law and regulation;

(b) AM Wealth may rely on information and documents provided by the Client unless it is aware, or ought reasonably to be aware, that such information is manifestly out of date, inaccurate or incomplete;

(c) the Client undertakes to provide complete, accurate and up-to-date information and to notify AM Wealth promptly of any material change in the Client's personal, financial or investment circumstances which may affect any suitability, appropriateness or other assessment carried out by AM Wealth.;

(d) AM Wealth reserves the right to decline to make a recommendation, arrange a transaction, or provide any Service where it considers that the relevant product, transaction or service is not suitable or otherwise not appropriate for the Client, or where the Client has not provided sufficient information to enable AM Wealth to complete the required assessment;

(e) the Client acknowledges that certain Investments, products or transactions may be restricted for Retail Clients or may only be made available subject to additional disclosures, appropriateness assessments, suitability assessments, specific consents, or other conditions determined by AM Wealth in order to comply with applicable FSRA requirements; and

(f) AM Wealth shall provide the Client with the relevant disclosures, risk warnings and fee information required under applicable law and regulation before arranging or advising on a transaction, to the extent required for the relevant Service and Client categorisation.

Where AM Wealth provides investment advice to a Retail Client, such advice is provided on an independent basis and is based on a broad analysis of Financial Instruments. The range of Financial Instruments considered by AM Wealth is not limited to Financial Instruments issued or provided by entities having Close Links with AM Wealth, or by entities with which AM Wealth has legal, economic or contractual relationships so close as to pose a risk of impairing the independent basis of the advice provided. The Client's suitability profile is determined as part of the onboarding process based on the information provided by the Client and will remain applicable unless the Client notifies AM Wealth of any material changes to their circumstances, investment objectives, risk tolerance or other information relevant to the suitability assessment.

II. ACCEPTANCE OF APPOINTMENT

The Advisor hereby accepts its appointment on the terms and conditions of the Client Agreement and agrees to provide the Client with the Services including Advising on Investments or Credit facilities suggested by the Client for the Advisor's assessment or recommended by the Advisor for the Client to consider and/or Arranging Deals in Investments upon the Client's request.

III. COMPENSATION TO THE ADVISOR, 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 notices under this Agreement shall be given or sent to the Client, 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 termination notice is email.

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

Where the Client is a Retail Client, the Client acknowledges that AM Wealth may provide disclosures, warnings, notices and other legally required communications in durable medium, including by email or by making such documents available through other agreed means, in accordance with applicable law and regulation.

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 3 (Regulatory Status and Scope of Services), 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) Where the Client is a Retail Client, in the event of any inconsistency between this Services Agreement and any mandatory requirement of the FSRA Rules applicable to Retail Clients, the relevant mandatory requirement shall prevail to the extent of such inconsistency.

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 Advisor:
AM WEALTH LIMITED

By: _____

Name: _____

Title: Director

For and on behalf of Client:

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By: _____

Name: _____.

Title: _____.