GENERAL TERMS OF BUSINESS

(Effective from 06.11.2026 for Professional Clients

Effective from 13.11.2026 for Retail Clients)

These **GENERAL TERMS OF BUSINESS** (hereinafter referred to as the "**Terms**" or "**GToB**"), together with the Execution-only Services Agreement, Investment Advisory/Arranging Deals in Investments Services Agreement and/or any other investment services agreement (the "**Services Agreement**") made by and between **AM Wealth Limited,** a company authorised and regulated by the Abu Dhabi Global Market ("**ADGM**") Financial Services Regulatory Authority ("**FSRA**") under Registered Number 13006, Financial Services Permission (FSP) Number 220135, and having its registered address at Unit No. ALS-8-04, 8th Floor, Al Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates ("**AM Wealth**", or "**AMWL**", or the "**Broker**" or the "**Advisor**") and the client whose details are specified in the Services Agreement (the "**Client**"), hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**", as well as the Fees and Commissions Schedule, Risk Warnings Schedule and any other document disclosed in the "Legal Documents" section of the Website as these may be amended or supplemented from time to time shall collectively constitute the entire client agreement (the "**Client Agreement**") and shall be binding upon the Parties.

The Client Agreement establishes the relationship between the Client and AM Wealth and sets out the terms and conditions governing this relationship and each Transaction entered into between the Parties.

Important notices

Pursuant to the ADGM Rules, with respect to Investment Business, the Client may be classified as a Retail Client, a Professional Client or a Market Counterparty (as defined in Conduct Of Business Rules (COB)). AM Wealth will categorize the Client according to the FSRA's rules and separately notify him/her/it of the categorization. The Client has the right to request a different client categorization by writing to AM Wealth**..**

Where the Client is categorised as a Retail Client, the Client shall benefit from a higher level of regulatory protection, including but not limited to enhanced disclosures, suitability or appropriateness assessments (as applicable), and additional conduct of business safeguards.

The Client acknowledges that:

- Professional Clients and Market Counterparties benefit from a lower level of regulatory protection;

- Retail Clients may be subject to restrictions in relation to OTC leveraged products, structured products, including derivatives on structured products in accordance with applicable regulations and AM Wealth's internal policies. AM Wealth reserves the right not to offer certain products or services to Retail Clients where such products are assessed as inappropriate or unsuitable. The Client agrees to promptly notify AM Wealth of any changes that may affect its classification.

The Client acknowledges and agrees that the Client is responsible for informing AM Wealth if the categorization is not appropriate and for keeping AM Wealth informed about any change which could affect such categorization. The Client acknowledges that a Professional Client or Market Counterparty (as the case may be) does not benefit from the higher level of protection available to Retail Clients.

The Client confirms that all information and documents provided to AM Wealth Limited, including those relating to the Client's identity, address, tax residency, financial circumstances, client classification, source of wealth and source of funds, are authentic, complete, accurate and current as at the date provided and the date of this Agreement. The Client confirms that no material information has been omitted and such information can be relied upon for KYC verification.
The Client undertakes to notify AM Wealth Limited promptly of any material change to such information or documentation and, upon request, to provide updated information or supporting documents.

Further, the Client is required to inform AM Wealth of any change/s or other matters that may be of relevance about the Client classification by AM Wealth, including but not limited to AML/KYC, Sanctions and Counter-Terrorism Financing requirements.

The Client hereby acknowledges that AM Wealth will not be able to offer the Services until such time the Client has been on-boarded as a Retail or Professional Client or Market Counterparty (as the case may be) after completing a comprehensive know your client check and a full AML verification including further open source, Politically Exposed Persons (PEP's) and sanction checks undertaken by AM Wealth. The Client also acknowledges that the Client onboarding approval is at the discretion of the AM Wealth and subject to meeting ADGM requirements.

Since in accordance with its policy AM Wealth does not deal with US/Canada Persons, the Client confirms that he/she or it not a US/Canada person (that is primarily, but not limited to, a person resident in the US/Canada) and is not acting for a US/Canada person at the time that AM Wealth provides Services to the Client under the Client Agreement. Further, the Client is required to inform AM Wealth as soon as his/her or its status changes.

In the event, AM Wealth deals with an US client for any investment in securities in terms of the relevant laws and Regulations, the Client is required to complete the necessary formalities for compliance with relevant laws and Regulations of not only ADGM/UAE but also that of the Client's home country. The Client shall be responsible for the complete formalities as mandated by the relevant authorities and any refusal or rejection of the relevant authority to allow the Client for investments into securities either at the first instance or post investments is the sole responsibility of the Client and AM Wealth shall not be responsible for any financial loss, if any, caused to the Client by such refusal or rejection. The Client shall further indemnify AM Wealth if for the investments made by the Client, AM Wealth is subjected to any regulatory fine.

For the Client's own protection, the Client should read and fully understand these Terms and other provisions of the Client Agreement before signing the Service Agreement with AM Wealth. If the Client does not understand any of these Terms or references, he/she/it should contact AM Wealth for further information and seek independent professional

advice before opening an account, placing an order or making a transaction with AM Wealth.

1. **DEFINITIONS AND INTERPRETATIONS**

"**Advice**" means any advice on financial products or arranging of credit or deals in investments given to a Client for the purposes of, or in connection with, the management of that client's investments, including any advice of the type specified in paragraph 28 of Schedule 1 of Financial Services and Markets Regulations 2015 ("FSMR");

"**Account**" means an account specified in clause 5 hereof;

"**Annual Statement**" means periodic report provided by AM Wealth to the Client based on clause 7 hereof;

"**Applicable Regulations**" mean the regulations and rules of the ADGM and FSRA and to the extent applicable all laws, rules, procedures, guidance and regulations (including, without limitation, accounting rules and anti-money laundering/sanctions legislation) in the UAE;

"**Business Day**" means a day which is not a Saturday or a Sunday and upon which banks are open for business in the UAE and the relevant exchange (s) is open for business worldwide;

"**Client Money**" means money of any currency that AM Wealth receives or holds for the Client, or on the Client's behalf, in the course of or in connection with, the Services, other than money which is due and payable by the Client to AM Wealth or any third party;

"Confirmation Note" means the notification sent by AM Wealth to the Client in accordance with clause 7 hereof;

"**Execution-only Transaction**" shall mean a Transaction only executed by AM Wealth on the Client's Instructions with no investment advice (i.e. on non-advisory basis);

"**Fees**" shall mean fees as stipulated in clause 6 including AM Wealth Fees, Commissions and Expenses as maybe applicable;

"**Financial Instruments**" mean shares, options, futures, units in a collective investment fund, rights to or interests in investments, bonds, structured products, government and public financial instruments and such other financial instruments in relation to which AM Wealth is permitted to offer services;

"**FSRA**" means Financial Services Regulatory Authority of ADGM;

"Instruction", or "**Order**" shall mean an instruction regarding Execution-only Transaction given by the Client in writing to AM Wealth in connection with the Services in accordance with the terms of the Client Agreement;

"**Loss**" shall have the meaning set forth in clause 6 (14) hereof;

"Market" means any regulated market, clearing house, central clearing counterparty or multilateral trading facility as such terms are defined in the FSRA Rules;

"**Notice Period**" means the period specified in clause 2 (3) hereof;

"**Prior Commitments**" have the meaning attributed to this term in clause 5 (5) hereof;

"**Services**" shall be limited to the services set forth in the Regulatory Status and Scope of Services section in these Terms, and shall include Advising on Investments or Credit, Arranging Deals in Investments, the Order Taking and Execution-only services provided by AM Wealth to the Client from time to time;

"**Transaction**" means a sale and purchase agreement, future, option, contract for differences or other contract of any kind in relation to any Financial Instrument or any combination thereof;

"Website" means www.amwealth.ae

(1) The headings used in these Terms are for convenience of reference only and shall not be taken into consideration in interpreting these Terms. The singular will import the plural and the masculine will import the feminine as the context requires.

(2) In the event of any conflict between these Terms, Service Agreement, schedule or ancillary document referred to in these Terms and/or disclosed in the "Legal Documents" section of the Website, the order of priority of documents for the purpose of interpretation shall be as follows:

(i) these Terms;
(ii) Fees and Commissions Schedule, Risk Warnings Schedule any other schedule or ancillary document referred to in these Terms and/or disclosed in the "Legal Documents" section of the Website; and
(iii) the Services Agreement.

Notwithstanding the foregoing, in respect of any over-the-counter (OTC) derivative transaction between AM Wealth and the Client, the terms of the confirmation of that transaction shall prevail over these Terms and the documents listed above.

2. COMMENCEMENT, VALIDITY AND AMENDMENT

(1) These Terms shall commence on the date of execution of the Services Agreement by the Parties and are valid until amended or terminated in accordance with the provisions of these Terms.

(2) The Client Agreement replaces and supersedes any and all prior or previous agreements, whether written or oral, of the Parties with respect to its subject-

matter.

(3) AM Wealth may amend or supplement the terms and conditions of these GToB as well as the Fees and Commissions Schedule, Risk Warnings Schedule and any other document disclosed in the "Legal Documents" section of the Website at its own discretion by publishing an updated version of these documents on the Website. The Client undertakes to review the Website on a regular basis. Unless otherwise prohibited by applicable laws or regulations, any amendment(s) will take effect:
(a) for Retail Clients: at least 14 (fourteen) Days after publication;
(b) for Professional Clients and Market Counterparties: 7 Days after publication.(the "**Notice Period**").

(4) Any amendment(s) to these Terms as well as the Fees and Commissions Schedule, Risk Warnings Schedule and any other document disclosed in the "Legal Documents" section of the Website will be deemed accepted by the Client if he/she/it does not object in writing or using the agreed electronic means of communications during the Notice Period and continue to use the Services. If the Clients provides any objections to those changes or any other part of the documents in question or do not agree to the changes, AM Wealth will have the right to terminate the Client Agreement with immediate effect.

3. REGULATORY STATUS AND SCOPE OF SERVICES

(1) AM Wealth is regulated by the ADGM FSRA and currently authorised by FSRA to carry out the following financial services (the "**Services**"):
(a) Arranging Deals in Investments;
(b) Advising on Investments or Credit;
(c) Dealing in Investments as Agent;
(d) Dealing in Investments as Principal (including on a matched or non-matched basis);
(e) Providing Custody.

Suitability and Client Responsibility

(2) When providing execution-only services, AM Wealth does not assess the suitability of any Transaction and the Client is responsible for its own investment decisions.

(3) When providing investment advisory or arranging services:

(4) For Retail Clients, AM Wealth shall obtain sufficient information regarding the Client's:
(a) knowledge and experience
(b) financial situation
(c) investment objectives
(d) risk tolerance
(e) ability to bear losses
and shall assess whether a recommendation is **suitable** for the Client in

accordance with applicable FSRA Rules.

(5) For Professional Clients, AM Wealth may rely on a more limited assessment based on the Client's objectives, requirements and information made available to AM Wealth.

(6) The Client acknowledges that:
(a) suitability assessments are based on information provided by the Client;
(b) failure to provide complete and accurate information may impact the quality of the assessment.

(7) 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.

(8) When entering into the Execution-Only Services Agreement, Client authorises AM Wealth under the Client Agreement to carry out the Services involving from time to time dealings in the investments into Financial Instruments **on an execution-only basis**, following such execution methods and forms as AM Wealth may be authorised to adopt from time to time, acting within the scope of its FSRA licence. The Client hereby agrees that in executing Transaction for the Client, the Broker may in its absolute discretion deal with the Client as a principal (including on a matched or non-matched basis) or agent.

(9) Where AM Wealth acts as principal, it may be the direct counterparty to the Client's transaction. In such circumstances, the interests of AM Wealth may differ from those of the Client and conflicts of interest may arise. AM Wealth maintains policies and procedures designed to identify, manage, monitor and, where appropriate, disclose such conflicts in accordance with applicable regulations and its Conflicts of Interest Policy.

(10) The Client acknowledges that when AM Wealth acts as principal:
(a) *AM Wealth may purchase Financial Instruments from or sell Financial Instruments to the Client from its own inventory or positions;*
(b) *the price quoted by AM Wealth may include a spread, mark-up or mark-down;*
(c) *prices offered by AM Wealth may differ from prices available from other market participants, exchanges, brokers or liquidity providers;*
(d) *AM Wealth may derive revenue from the spread incorporated into the*

transaction price.

(11) The Client acknowledges that where AM Wealth acts as principal, AM Wealth will determine the price at which it is willing to transact with the Client, taking into account market conditions, liquidity, costs, risks and other relevant factors. The Client acknowledges that such price may differ from prices available from other market participants.

Appropriateness (Retail Clients – Execution-Only Services)

(12) Where the Client is categorised as a Retail Client and receives execution-only services:

(13) AM Wealth may assess whether a product or service is appropriate based on the Client's knowledge and experience; where a product is assessed as not appropriate, AM Wealth shall provide a warning to the Client; AM Wealth reserves the right to decline execution where required under applicable regulations or internal policies.

Conditions to the provision of Services

(14) Where the Client is categorised as a Retail Client, AM Wealth shall provide the Services subject always to the completion of any onboarding, client classification, disclosure, suitability, appropriateness and other regulatory assessments and controls which AM Wealth considers necessary or desirable in order to comply with the FSRA Rules and its internal policies and procedures.

(15) With respect to Retail Clients, AM Wealth shall not be obliged to make any recommendation, arrange any transaction or execute any Transaction where:

(a) any required regulatory assessment has not been completed to AM Wealth's satisfaction; or

(b) AM Wealth determines that proceeding would not be suitable or appropriate for the Client, or would not otherwise be compliant with applicable requirements.

(16) No discretionary management services shall be exercised by AM Wealth. No advice relating to the merits of transactions and the Client's investment decisions shall be given by AM Wealth when acting based on the Execution-Only Services Agreement only. For the avoidance of any doubt, the Client hereby expressly confirms that when he gives the instructions for the transaction he/she/it is not expecting any advice about merits of a particular transaction and is dealing on an execution-only basis.

(17) When entering into the Investment Advisory/Arranging Deals in Investments Services Agreement, Client authorises AM Wealth under the Client Agreement 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.

(18) AM Wealth may provide investment advisory services to the Client in respect of individual investments or credit facilities whether suggested by the Client for the Advisor's assessment or recommended by the Advisor for the Client to consider in the light of the Client's objectives, requirements and existing investments known to the Advisor at the time of giving the advice. The Client shall provide the Advisor with information and documents necessary for its performance of the Services, including limited suitability assessment of the Client's objectives and requirements.

(19) Under the Investment Advisory/Arranging Deals in Investments Services Agreement the Advisor shall not be authorized to manage the affairs of, act in the name of or on behalf of, or bind the Client. The negotiation and execution of any related agreement thereto shall be made solely by the Client. Unless expressly agreed by the Parties otherwise, the Client's investments shall be registered in his own name, with correspondence, dividends and interest being sent directly to the Client, and the Client will remain the legal and beneficial owner of the investments/credit facilities. When acting based on the Investment Advisory/Arranging Deals in Investments Services Agreement, the Advisor exercises neither discretionary investment management nor advisory investment management with regards to the Client's investments.

4. POWERS AND OBLIGATIONS OF AM WEALTH, EXECUTION OF INSTRUCTIONS/ ORDERS

(1) The Parties hereto agree that within the limits of the Execution-Only Services Agreement AM Wealth shall upon the Instructions execute any Transactions in investments regarding the Client's Account.

(2) The Instructions acceptable by AM Wealth include two types:

(a) Market Orders (determining the issuer, containing description of financial instruments, amount of the financial instruments and/or their total value as well as other material terms and conditions of the transaction, however, without specifying any caps / floors on the execution price and, as a consequence, such orders will be executed at the market price obtainable at the time of execution), or

(b) Limit Orders (determining, in addition to financial instruments' description and material terms and conditions of the transaction, caps / floors (limits) on the financial instruments purchase / sale price). Herewith, the price specified by the Client in the Limit Order shall be deemed the grossprice (i.e. not includes all fees/costs). The Client acknowledges and accepts the risk of non-execution inherent to Limit Orders: the stock may never reach the limit price specified in the Order or there may be other orders ahead of the Client's one specifying the same limit price which must be executed first and, as a result, there may not be enough stock available to execute the Order when its turn comes.

(3) The Instructions shall contain essential details, sufficient for their unambiguous interpretation and execution. The Client agrees that otherwise AM Wealth may reject such Order/Instructions and/or rely on the discretion of the Client as if the same has been provided in accordance with standard market practice The Client also agrees that AM Wealth may reject the Order/Instruction upon receipt or shortly after it if, in the reasonable opinion of AM Wealth, there is insufficient balance of cash/securities available at the Account, including cash for covering Transaction fees and other required charges to perform such Transaction.

(4) Should the Client wish to change the terms of the transaction, a new Order/ Instructions, substituting the previous one, shall be given by the Client to AM Wealth. Any Instruction/Order can be cancelled or amended by the Client (in full or remaining non-executed part) only if by the time the cancellation/ amendment request is received it has not been yet executed.

(5) The Instructions shall be executed by AM Wealth provided that they are duly made. For this purpose, the Instructions are deemed to be duly made if they are sent from the Client's email address/Whatsapp/Telegram as specified in the Services Agreement to AM Wealth's email address specified in these Terms or via AM Wealth's client online service or through any other online method as legislated from time to time. AM Wealth for client online access may use either "in-house" developed software or third party licensed software. Online access and specifications will be provided on a separate notice to the Client when amendments are deemed necessary by AM Wealth. All Instructions regarding Financial Instruments traded on an exchange or Market received outside of Business Hours will be deemed to have been received the next Business Day.

(6) Once Instructions are acknowledged as accepted by AMWL by means of response from AM Wealth's email address/Whatsapp/Telegram as specified in these Terms, Service Agreement or via AM Wealth's client online services or through any other online method as legislated from time to time, those Instructions shall be binding on the Client save to the extent amended, cancelled or rejected in accordance herewith.

(7) It will be open to AM Wealth to expressly designate such Transactions as Execution-only Transactions.

(8) AM Wealth shall act to the best interest of the Client and seek to provide best execution, unless best execution is to be waived in accordance with the Applicable Regulations or if there is a specific instruction, in writing, from the Client. For the avoidance of any doubt, best execution rules do not apply to AM Wealth with respect to any Transaction which AM Wealth undertakes with the Client if it is categorized as a Market Counterparty for the Services or with respect to any Execution-Only Transaction. Herewith, where AM Wealth undertakes an Execution-only Transaction with or for a Client, AM Wealth is not relieved from providing best execution in respect of any aspect of that Transaction as per the Rules and Regulations of ADGM.

(9) Further details on AM Wealth's 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.

(10) For Retail Clients, AM Wealth will take all sufficient steps to obtain the best possible result, with total consideration (price and costs) being the primary factor.

(11) When entering into the Execution-Only Services Agreement, the Client designates and appoints AM Wealth as its agent, with full power and authority to take all reasonable and necessary actions in connection with its obligations as set forth herein. The powers of the agent are continuing powers and shall remain in full force and effect until the termination of the Client Agreement.

(12) The Client agrees that AM Wealth may at its discretion and without obtaining any prior or further consent from the Client appoint agents, including its affiliates/associates, delegate any of its powers, functions and responsibilities under these Terms to any of our external service providers (with or without power to sub delegate) when AM Wealth reasonably considers these parties to be capable of discharging those functions and responsibilities to the same standards that AM Wealth would, and enter into appropriate arrangements and provide information about the Client and the Account to such agents/external services providers. AM Wealth shall act in good faith and with due diligence in its choice and use of such agents, and AM Wealth's liability to the Client for the matters delegated will not be affected as a result. These agents/external services providers may be located in jurisdictions outside the ADGM.

Principal Dealing Transactions

(13) Where AM Wealth acts as principal in a transaction, AM Wealth shall determine the price at which it is willing to buy from or sell to the Client.

(14)

The Client acknowledges that:

(a) *the quoted price may differ from prices available elsewhere in the market;*

(b) *AM Wealth may incorporate a spread, mark-up or mark-down into the transaction price;*

(c) *the Client is under no obligation to accept the quoted price and may choose not to proceed with the transaction.*

(15) *AM Wealth shall maintain governance, risk management and compliance oversight arrangements in relation to principal dealing activities and shall periodically review pricing arrangements to ensure they remain fair, reasonable and consistent with applicable regulatory requirements.*

(16) The Client agrees that AM Wealth shall be entitled at its absolute discretion and without reference to the Client to select the venue for executing your order. *Inter alia*, the Client hereby acknowledges and consents to AM Wealth executing Orders over the counter and outside a regulated market or through Multilateral Trading Facilities ("MTF"). The Client hereby acknowledges and consents that when receiving the Client's Instruction to purchase/sell securities

that are not exchange-traded or that are traded on the exchange, but AMWL has no access to that specific exchange, AMWL will be entitled at its sole discretion to execute the Instruction through the third party on the over the counter market (OTC).

(17) AM Wealth will execute the Orders and other comparable clients' orders sequentially and promptly unless the characteristics of the Order or prevailing market conditions make this impracticable or the Client's interests require otherwise.

(18) AM Wealth may combine (aggregate) the Orders with the orders of other Clients if AM Wealth reasonably believes that it is likely that the Client will obtain a no less favorable price than if the Order had been executed separately.

(19) AM Wealth may at its own discretion reject the Instructions on the reasonable basis, including but not limited to, the cases where AM Wealth reasonably believes that it is impossible to execute such Instruction due to detrimental market conditions or other reasons beyond AM Wealth's control, and where it is necessary for compliance with the requirements or applicable law, public authorities or internal policies of AM Wealth. Thus being the case, AM Wealth shall take reasonable endeavors to inform the Client of this fact within reasonable time.

(20) AM Wealth shall comply with all applicable codes of conduct in relation to the conduct of investment brokers.

(21) Nothing in this Agreement shall limit the freedom of AM Wealth to act as a broker or to provide other investment and financial services to any other person or entity, provided that AM Wealth shall exercise no less diligence and care in relation to the performance of its duties under the Client Agreement then when acting as a broker to any other person or entities.

(22) Hereby AM Wealth does not agree to lend any moneys to the Client. Should the Client wish to borrow against his portfolio, separate arrangements shall be made.

(23) AM Wealth states that the Client is subject to the protections conferred by the Safe Custody Provisions;

(24) AM Wealth shall provide information to the Client regarding the arrangements for recording and registering Safe Custody Investments, claiming and receiving dividends and other entitlements and interest and the giving and receiving instructions relating to those Safe Custody Investments;

(25) AM Wealth shall let know the Client the basis and any terms governing the way in which Safe Custody Investments will be held, including any rights which AM Wealth may have to realise Safe Custody Investments held on behalf of the Client in satisfaction of a default by the Client;

(26) AM Wealth shall inform the Client about the method and frequency upon which the AM Wealth will report to the Client in relation to his Safe Custody Investments;

(27) AM Wealth may, if necessary, mix Safe Custody Investments of the Client with other Clients;

(28) AM Wealth may, if necessary, hold the Safe Custody Investments in a jurisdiction outside the Abu Dhabi Global Market and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the Abu Dhabi Global Market;

(29) Performance of services is subject to AM Wealth completing such necessary verification requirements and money laundering checks as required by the laws and regulations of the jurisdiction. In this regard, the Client will, as and when required by AM Wealth, from time to time and at any time, provide additional evidence of the source of funds prior to execution of a Transaction. The funds will not be utilised for a Transaction unless and until all such verification and identification procedures have been completed and satisfied.

(30) The Client acknowledges that electronic communications and telephone conversations with the Client or any third parties including the Client's representatives may be monitored and/or recorded by AMWL for training purposes, internal investigations, to check instructions, for legal reasons or to meet regulatory requirements in accordance with applicable law and regulations. Those recordings remain AMWL's property and may be used by AMWL in evidence in the event of a dispute with the Client. The Client can ask for a copy of the information AMWL holds about the Client by writing to the Firm. A fee may be charged for this service, as permitted by applicable law or regulation.

5. ACCOUNT AND SETTLEMENT

(1) AMWL as a general course of business provides custody service to clients, using external financial institutions/custodians. AM Wealth shall hold the Client's assets on the Client's behalf in a client bank/custody account in the name of AM Wealth (with such banks/custodians as might be selected by AM Wealth and which may be the Broker's associates/affiliates) (the "**Account**").

(2) For the purposes of this Agreement, the Client hereby consents to the combining (pooling) the Client Money and other assets with other Clients' money and assets in one general Client account. The Client also consents to the combining of his assets in one pool with the assets of other Clients of AMWL (including an omnibus or similar depository/custody accounts). Herewith, AM Wealth shall ensure that the Client's funds are segregated from its own funds and that separate internal accounting is maintained for every Client.

This provision is without any prejudice to the right of AM Wealth to open several

separate Client's bank or custody accounts (account sections) intended for separate record keeping of the moneys and/or financial instruments of every Client.

In case of third party financial institution default, AM Wealth shall not be subject to liability and does not accept responsibility. However, AMWL performs proper due diligence and risk assessment of appointed third party financial institutions and custodians on a regular basis.

(3) AM Wealth is authorised:

(a) to receive and collect all income and principal with respect to the Account and to credit cash receipts into the Account; and
(b) to do all other things, without limitation, necessary to maintain the Account in accordance with the Client Agreement.

(4) All investments and reinvestments and the proceeds of the funds and investments and all earnings and profits made and received by AM Wealth on the Client's behalf shall be beneficially owned by the Client. This clause 5(4) does not apply to any Financial Instrument acquired by AM Wealth for its own account, including instruments held as a hedge. Such Financial Instrument is the property of AM Wealth and the Client has no proprietary or security interest in it. Amounts paid by the Client to AM Wealth as consideration under such a transaction become the property of AM Wealth, are not Client Money and are not subject to the Client Money Distribution Rules, and the Client is an unsecured creditor of AM Wealth for any amounts payable to it under that transaction.

(5) The Client may at any time, upon one month' prior written notice containing the Client's own details, withdraw any assets from the Account, subject to AM Wealth complying with any commitments under transactions initiated by AM Wealth prior to its receipt of the notice of termination and any future obligations under transactions basis for which has arisen prior to Broker's receipt of the notice of termination (the "**Prior Commitments**"), retaining sufficient assets to comply with the Prior Commitments and being reimbursed for all and any reasonable expenses and costs necessarily incurred in arranging, in connection with and/or as a result of the withdrawal. This Clause 5(5) shall not apply to Pre-IPO Fund Investments or Repackaged Notes, which are subject to Clauses 17 and 18 respectively.

(6) AM Wealth shall proceed with execution of the Instruction for the Client only if the Client deposits all the assets required therefor in the Account prior to such execution and there is sufficient balance of cash/securities available at the Account, including cash for covering Transaction fees and other required charges to perform such Transaction. AM Wealth also retains the right, at its absolute discretion, to require deposit of cash or financial instruments prior to undertaking a margin, Repurchase Agreement ("REPO") or derivative transaction. Thus being the case, the Client's assets shall be deemed held by AM Wealth as a security arrangement for the purposes of covering the Client's actual or future obligations.

(7) The initial deposit amount is set at the origin of the transaction and may be

increased by AM Wealth unilaterally and at its absolute discretion, primarily in case of increased market volatility, negative revaluation of open positions and/or once any indicators of potential deterioration in creditworthiness of the Client are revealed by AM Wealth.

(8) Once the initial deposit amount is increased, the respective notice will be sent by AM Wealth to the Client's email address/whatsapp/Telegram as specified in the Services Agreement or via AMWL client online service within the same Business day or through any other online method as legislated from time to time. The Client shall transfer the required amount indicated in the notice no later than the end of a Business day immediately following the day the notice is given.

(9) Hereby AM Wealth does not agree to lend any moneys to the Client. As a general rule, no margin Transactions or Transactions with credit support will be executed by AM Wealth for the Client. Should the Client wish to borrow against his/her/its Account in order to carry out a transaction in one or more financial instrument or should an obligation of paying in a margin (credit support) arise, where applicable and if AM Wealth is involved in such a transaction for the Client, separate arrangements shall be made.

(10) In terms of COBS 14.9.1, AM Wealth confirms that in the event of AM Wealth insolvency, winding up or other Pooling Event stipulated by the Regulator, the Client's Money will be subject to the Client Money Distribution Rules.

(11) AM Wealth hereby confirms that, in relation to the appointment of third-party agents, the information is disclosed via direct communication with clients.

(12) For Retail Clients, AM Wealth maintains arrangements for the identification and management of conflicts of interest in accordance with COBS Rule 3.5.3. Disclosures regarding AM Wealth's role as principal and the associated pricing arrangements are set out in the Regulatory Status and Scope of Services section and under the heading Principal Dealing Transactions in these Terms, and in the Risk Warnings Schedule. Where a conflict of interest arises which is not addressed by those arrangements, AM Wealth will make disclosure to the Client in accordance with COBS Rule 3.5.4. In terms of COBS Rule 3.6, AM Wealth confirms that it shall disclose full details about any Soft Dollar Agreement.

(13) AM Wealth, in case of Retail clients, shall provide particulars of Complaint handling procedures and further confirms that a copy of the procedures is available free of charge on the request in accordance with GEN 7.2.11

(14) With respect to Investment advice to Retail clients, AM Wealth shall act in accordance with COBS Rule 12.1.2 (a) (ix)

(15) Pursuant to Rule 15.11.A.1, AM Wealth may not enter into a Title Transfer Collateral Agreement with a Retail Client

6. COMPENSATION TO AM WEALTH, EXPENSES AND LIABILITY

(1) In consideration for its services under the Client Agreement, AM Wealth shall be paid fees at the rates and in the manner set forth in AMWL Fees and Commissions Schedule published on the Website or, where fees have been agreed individually with the Client in writing, at the rates so agreed. AMWL may revise its fees and charges, including any fees agreed individually with the Client, or introduce new charges, on at least 7 (seven) Days' notice or, where the Client is a Retail Client, at least 14 (fourteen) Days' notice. Notice is given by publishing

a revised Fees and Commissions Schedule on the Website or, for individually agreed fees, by notice to the Client in accordance with clause 12. If the Client does not accept a revision, it may terminate the Client Agreement before the revision takes effect. The Client undertakes to review the Website for the purposes of his/her/its acknowledgement with revision of the Fees and Commissions Schedule on a regular basis. For the purpose of calculating Fees for safekeeping and maintenance, and Investment advisory Fee AMWL uses the Net Asset Value based on Internal Market Value methodology, using prices obtained from recognised exchanges, independent market data providers and custodians, where the securities are kept. The methodology is designed to ensure fair, objective and consistent valuation of securities and is available upon request. In cases where prices are not available, purchase price can be applied, in this case the Client acknowledges that such valuation may differ from the amount that could be realised upon termination of the transaction. Pre-IPO Fund Investments shall be valued in accordance with Clause 17(10).

(2) In respect of over-the-counter (OTC) derivative transactions, including derivatives referencing structured notes or other bespoke instruments, the value of such instruments may not be readily available from independent market sources. The Company may determine the value of such instruments based on the transaction price at inception (purchase price).

(3) The Client acknowledges that such valuation may differ from the amount that could be realised upon termination of the transaction.

(4) All fees are calculated in USD and rounded to two decimals. Net Asset Value of each security is applied to the last day of the month or the last available Net Asset Value according to Internal Market Value methodology.

(5) Where the Client is categorised as a Retail Client, AM Wealth shall disclose the relevant fees, commissions, costs and charges in accordance with applicable FSRA requirements before the provision of the relevant Service or the execution of the relevant Transaction, as applicable.

(6) The Client hereby acknowledges and agrees that a part of AMWL revenues derives from the spread on each Transaction which is included in purchase price or sale price. The spread is the difference between the bid & the ask price of the price quote on a Transaction. AMWL may introduce spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously. Spreads may be increased where a third party, *inter alia*, Introducing Broker, Marketing Partner, refers Client to AMWL.

(7) Where AM Wealth acts as principal, such spreads may be incorporated into the transaction price and may differ from prices available from other market participants.

(8) The amount of bank, registrar's, depository/custody fees, venue costs, taxes, and any other charges related to the Client Account shall be borne by the Client. The Client hereby consents that additional custody and other fees are deducted from the Client Account in accordance with custody fees outlined in AMWL Fees and Commissions Schedule. Custody fees may be increased or decreased by AMWL at AMWL sole discretion depending on market sentiment and external

custodians conditions.

(9) AMWL may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organisations arising out of AMWL provision of services hereunder. Client may also incur additional fees for the purchase of optional, value added services we offer.

(10) The Client hereby confirms that any referral fees payable to a third party/broker who introduces the Client to AM Wealth shall be at the cost of the Client and thereby expressly and irrevocably authorises AM Wealth to withdraw the amount of all spreads/fees/expenses (including additional spreads/referral fees to introducing third parties) from the Account. Where the Client is introduced by the third party/introducing broker, additional spreads/referral fees shall be due, payable and withdrawn from the Account to AMWL own account on a quarterly basis in accordance with the referral agreement with that relevant third party/introducing broker, with further payment of the above mentioned deducted amount of additional spread/referral fee by AMWL to the relevant third party who referred the Client as remuneration based on the Client's consent and instruction which is considered to be expressly and irrevocably given by the Client to AMWL and incorporated in this clause.

(11) In the event of deficiency in money, AM Wealth is authorised to sell any securities held in the Account, at its absolute discretion, and/or to make at sole discretion currency conversions and debit the Account to the extent of such outstanding fees/expenses. AM Wealth shall not be held liable where any losses to the Account arise due to such transaction. In the event of deficiency in money and inexpediency of Client asset sale/currency conversion an invoice for payment of fees/ expenses may be issued by AM Wealth to the Client.

(12) AMWL may arrange for a Transaction to be executed, either in whole or in part, by selling an investment to the Client from another client, or a client of an Associate of AMWL, or vice-versa. AMWL shall not give the Client prior notice if AMWL arranges for a Transaction to be executed in this manner.

(13) AM Wealth shall act in good faith with the care, skill, prudence and diligence typical for the conduct of an enterprise of like character and like aims.

(14) The foregoing notwithstanding, AM Wealth shall not be liable to the Client for any loss, liabilities, costs, claims, damages, expenses, demands (the "**Loss**") incurred or suffered by the Client in connection with the provision by AM Wealth of the services to which this Agreement applies, save and except where the Loss arises directly as a consequence of AM Wealth's gross negligence or willful misconduct including fraud on the part of AM Wealth.

(15) For the avoidance of any doubt, the Parties acknowledge that all the

Transactions executed by AM Wealth upon and in accordance with the Orders/Instructions are deemed as duly executed. The Client accepts sole responsibility for such trade and investments performance. AM Wealth takes no responsibility for investment decisions. AM Wealth shall not be liable to the Client for any loss, liabilities, costs, claims, damages, expenses, demands or any decline in the estimated value of the Client's investments incurred or suffered by the Client as a result of any or all the Transactions executed by AM Wealth on the basis of and in accordance with the Instructions/Orders.

(16) The final decision whether to follow the advice/ recommendations of the Advisor or not regarding every particular investment or credit facility is made by the Client and responsibility for such final decision lies and stays with the decision maker, being the Client. AM Wealth accepts no responsibility for the structure of the Client's entire portfolio (if any), its ongoing review or continuing compliance of the investments with the Client's objectives. The Client is entitled to deal with other investment managers/ advisors/stockbrokers or hold any investments in his own name without disclosing it to the Advisor. For the avoidance of doubt, the Advisor accepts no responsibility and shall not be liable for the subsequent performance of the investments made by the Client with no reliance on the Advisor's advice (including any loss, liabilities, costs, claims, damages, expenses, demands or any decline in the estimated value of the Client's investments incurred or suffered by the Client), including, but not limited to the investments suggested by the Client and assessed by the Advisor as an unreasonable investment to consider and deal with and investments made by the Client without any reference to the Advisor.

(17) Unless otherwise set forth hereby, AM Wealth shall not be liable for any losses incurred by the Client as a consequence of any act or omission on behalf of any third party, including any other investment managers/ advisors/brokers dealing with the Client.

(18) The Client acknowledges and agrees that:

(a) all Investments involve risk and may result in the loss of some or all of the capital invested;
(b) past performance is not a reliable indicator of future results;
(c) the value of Investments may go down as well as up;
(d) no representation, warranty or guarantee is given by AM Wealth as to the performance, profitability or outcome of any Investment, portfolio, Transaction or strategy;
(e) where the Client has entered into the Execution-Only Services Agreement, AM Wealth does not provide advice and does not assess the suitability of any Transaction under that execution-only arrangement; and
(f) any decision to proceed with an Investment or Transaction is taken by the Client, and AM Wealth exercises neither discretionary investment management nor advisory investment management in respect of the Client's investments.

(19) Nothing in these Terms or in the Services Agreement shall exclude or restrict any duty or liability owed by AM Wealth to the Client to the extent that such

exclusion or restriction is prohibited under applicable law or regulation.

(20) Further details of the risks associated with Financial Instruments and the Services are set out in the Risk Warnings Schedule available on the Website.

7. PERIODIC STATEMENTS, CONFIRMATION NOTES AND CLIENT REPORTING

Periodic Statements

(1) AM Wealth Limited will provide each Client, whether categorised as a Professional Client or a Retail Client, with a periodic statement on a monthly basis in respect of the Client's Account.

(2) Each periodic statement will contain, as applicable:

(a) the number, description and value of each Investment held in the Account as at the end of the reporting period;
(b) the amount of cash held in the Account;
(c) the total market value of the Client's portfolio;
(d) information on the valuation basis applied to Investments;
(e) details of Transactions and other movements in the Account during the reporting period; and
(f) details of fees, costs and charges applied to the Account during the reporting period.

Confirmation Notes

(3) Following the execution of a Transaction in a financial instrument, AMWL will provide the Client with a notification containing information regarding the executed Transaction in the form prescribed by AMWL (the "Confirmation Note").

(4) The Confirmation Note will be provided within two (2) Business Days following execution of the Transaction. Where an Order is executed through a series of Transactions, the Confirmation Note will be provided within two (2) Business Days following execution of the final Transaction in that series.

Annual Statements

(5) In addition, AM Wealth will provide the Client with an Annual Statement outlining the net positions, net mark-to-market value of the Client's investments held in the Account as at the end of the reporting period and a list of Transactions executed with or for the Client by AMWL during the reporting period.

Method of Delivery

(6) The Client hereby consents to receive Periodic Statements, Annual Statements and Confirmation Notes online by the email address provided to AMWL by the client.

(7) Periodic Statements, Annual Statements and Confirmation Notes are deemed received when made available to the Client.

Additional Reporting

(8) Unless otherwise required by applicable law or regulation, AMWL is not obliged to provide reports in addition to those specified in this section.

(9) A Client may request specific Transaction reports or further information directly relating to the Client's Account. AMWL may provide such reports or information as an additional service and may apply an additional charge, where disclosed to and agreed with the Client.

Application to Market Counterparties

(10) This section applies to Clients categorised as Professional Clients and Retail Clients. It will also apply, to the extent relevant, to a Client categorised as a Market Counterparty where AMWL provides Custody Services to that Client.

Regulatory Requirements

(11) The reporting obligations set out in this section are subject to the applicable requirements of the FSRA Rules. Where the FSRA Rules impose additional or more stringent reporting requirements in respect of a particular Client category or service provided by AMWL, AMWL will provide the relevant statements and information in accordance with those requirements.

8. CONFIDENTIALITY AND USE OF DATA

(1) Financial and other information about the Client, the terms and conditions of this Agreement and all information provided by AM Wealth to the Client shall be treated as confidential by the Parties hereto and shall not be disclosed to third parties except as required by applicable laws or expressly agreed to in writing by the Parties.

(2) The Client hereby expressly authorises AM Wealth and consents that AM Wealth may collect, process, transfer and disclose (as such terms and concepts are defined by the ADGM's Data Protection Regulations as from time to time amended, extended, replaced or re-enacted) to AM Wealth's associates/affiliates, representatives, officers, employees or third party providers/agents (on a need-to-know basis and to the extent necessary for the performance of the Client Agreement or required by law) without the need for any further consent or approval from the Client or notification to the Client, the information about the Client and its beneficial owner, where applicable (including personal data), information regarding the Client's investments and/or use of any of the Services.

The Client also agrees that AM Wealth may disclose such information to its brokers, agents, and associates/ affiliates.

(3) AM Wealth shall treat all information of the Client as private and confidential even if the latter is no longer a Client. AM Wealth shall not, except only in so far as is:

(a) required by law or regulatory authority; or
(b) necessary for effecting settlement and AM Wealth's protection from or recovery of loss; or
(c) permitted in writing by the Client,

disclose to any third party (other than AM Wealth's associates/affiliates or third party providers/agents) any confidential information relating to the Client or Portfolio.

(4) Notwithstanding the foregoing, AM Wealth's composite performance record may include the results of the Account's trading without naming the Client. Information of the Client may also be used for identification purposes, the prevention of money laundering, reporting under FATCA and CRS requirements and the provision of services hereunder.

(5) The Client covenants at the date of this Agreement and on a continuing basis thereafter that it will submit to AM Wealth any further information and documents reasonably requested by AM Wealth in order to ensure compliance with the laws and regulations regarding prevention of money laundering, Know Your Client procedure and reporting under FATCA and CRS requirements.

(6) The Client shall also provide AM Wealth with any information about the circumstances (both financial and otherwise) and the investment objectives that are relevant to the provision of services hereunder as well as notify of any changes in such circumstances or investment objectives.

(7) The Client hereby acknowledges that if he declines to provide information concerning his circumstances and investment objectives the lack of such information may adversely affect the service that AM Wealth can provide.

(8) The Client agrees that AM Wealth is entitled to record, use, store, make and retain photocopies of any documents or information provided by the Client or otherwise process the personal data provided for the purposes stated above.

9. CONFLICT OF INTEREST

(1) The Client agrees that AM Wealth shall refrain from rendering any advice or services concerning securities of companies in which any of AM Wealth's or affiliates of AM Wealth's members, managers, agents or employees are directors or officers, or companies in which the members, managers, agents, and employees of AM Wealth have any substantial economic interest, unless AM Wealth takes reasonable steps to ensure that the Client is given fair treatment as per the Rules and Regulations of ADGM or discloses such conflict to the Client prior to rendering such services.

(2) In respect of Pre-IPO Fund Investments, the Client's attention is drawn to the conflicts of interest described in paragraph 45 of the Risk Warnings Schedule, which apply in addition to this Clause 9.

(3) In respect of Repackaged Notes, the Client's attention is drawn to the conflicts of interest described in paragraph 51 of the Risk Warnings Schedule, which apply in addition to this Clause 9.

10. **NON-EXCLUSIVE INVESTMENT SERVICES**

(1) The Client understands and agrees that AM Wealth may render investment services for various clients including investment firms. The Client agrees that AM Wealth may take action with respect to any of its other clients which may differ from the timing or nature of action taken, with respect to the Account, so long as it is AM Wealth's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable treatment regarding other clients. Nothing in the Client Agreement shall limit or restrict AM Wealth or any of its members, brokers, agents or employees from buying, selling or trading in any securities or other assets for their own accounts, and the Client acknowledges that AM Wealth, its members, brokers, agents and employees, and other clients of AM Wealth, may at any time acquire, increase, decrease or dispose of positions in investments which are at the same time being acquired, held or disposed of for the Account. AM Wealth will not have any obligation to initiate the purchase or sale for the Account any security or another asset which AM Wealth, its members, brokers, agents or employees may purchase, hold or sell for their own accounts or for the accounts of any other clients of AM Wealth.

11. **TERMINATION**

(1) At any time after execution of the Services Agreement, either Party may terminate the Services Agreement upon not less than twenty five (25) business days' prior written notice. However, such notice is not required if the termination by AM Wealth is aimed at preventing money laundering or other illegal activities that AM Wealth has reasonable grounds to suspect - in this case the Client Agreement is deemed terminated with an immediate effect. Unless any other Services Agreement between the Parties remains in legal force and effect following termination of the Services Agreement in question, the termination of the Services Agreement entails termination of these Terms and Client Agreement between the Parties.

(2) Termination shall be without prejudice to the completion of Transactions already initiated. Transactions in progress shall be dealt with in accordance with the Client's instructions or, in the absence of such instructions, having regard to the best interests of the Client.

(3) The provisions of Clauses 8 and 13 (5) hereof shall survive termination of the Client Agreement.

12. **NOTICES**

(1) Unless otherwise specified herein, all instructions and notices under the Client Agreement shall be given or sent:

(a) if to the Client, to the email address provided by the Client in the Services Agreement;

(b) if to AM Wealth, to the email addresses: info@amwealth.ae

(2) All communications or notices sent to the addresses or telecommunications numbers provided above (or as otherwise directed by the Parties by notice hereunder) shall be deemed to have been duly given on (i) the date of receipt if delivered by hand; (ii) the date of receipt via a courier service; or (iii) the date it is received if sent by electronic messaging system (email).

13. **APPLICABLE LAW AND DISPUTE RESOLUTION**

(1) These Terms and the Client Agreement shall be governed by, and construed, and interpreted, and enforced in accordance with the laws of the ADGM, without regard to its conflicts of laws principles.

(2) Any dispute, controversy or claim arising out of or in relation to these Terms and the Client Agreement, including the validity, invalidity, breach or termination thereof, shall exclusively be submitted to the jurisdiction of the Courts of the ADGM.

14. **REPRESENTATIONS AND WARRANTIES**

(1) The Client represents and warrants to AM Wealth that:

(a) it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be), and has all necessary powers and has taken all necessary steps to appoint AM Wealth to perform the services provided for in this Agreement;

(b) it is duly authorized and empowered to execute this Agreement and perform its duties and obligations hereunder, and this Agreement constitutes its legal, valid and binding obligations enforceable in accordance with its terms;

(c) it will either engage in this Agreement as principal, or, if the Client is acting as an agent in respect of any transactions or assets, without prejudice to any rights AM Wealth may have against the Client's principal, AM Wealth will treat the Client as a principal in respect of such transactions or assets and the Client hereby assumes liability in respect of this Agreement as though it had signed in the capacity of principal;

(d) the person signing this Agreement on behalf of the Client is duly authorized to do so;

(e) the signing and performance of this Agreement by the Client do not and will not contravene or constitute a default under, or cause to be exceeded, any of the following, namely:

(i) any law by which the Client or any of its assets is bound or affected;
(ii) rights of any third parties in respect of the Client or the Securities;
(iii) any agreement to which the Client is a party or by which any of its assets are bound;

(f) it is the sole beneficial owner of the money/securities transferred to the Account upon execution hereof free of any encumbrance;

(g) any information and documents provided to AM Wealth in relation to the Client's affaires are complete and accurate;

(h) when any personal data of any of directors, employees, offices, agents or representatives is provided to AM Wealth, each such person consents to the provision and use of such data.

(2) The representations and warranties in Paragraph (1) above shall be deemed to be repeated by the Client on each date on which the Services are rendered by AM Wealth to the Client.

(3) AM Wealth represents and warrants to the Client those matters set out in Paragraph (1, (a), (b), (d) and (e)) above. These representations and warranties will be deemed to be repeated by AM Wealth on each date on which it enters into a transaction.

(4) The Client shall indemnify AM Wealth out of the assets of the Account and hold AM Wealth fully harmless against any and all losses, damages, liabilities, claims, charges, expenses and costs arising under, out of or in connection with the transactions to which AM Wealth's services relate and/or a breach of the warranties referred to in Clause 14 (1) and the covenant specified in Clause 8(5) hereof. The Client authorises AM Wealth to retain and pay out of the assets of the Account all amounts necessary for full reimbursement for losses.

15. **FORCE MAJEURE**

(1) AM Wealth shall not be liable or responsible for any loss or damage incurred or suffered by the Client as a result of failure, interruption or delay in performance of the obligations of AM Wealth resulting from acts or events beyond AM Wealth's reasonable control, including, but not limited to, any act of God; act of government; political violence such as war, revolution, civil disobedience and terrorism; interruptions of power supplies; failure of any computer or other system necessary for rendering of the services by AM Wealth, impossibility of execution of the Client's Order in accordance with the conditions thereof for the reasons beyond AM Wealth's control.

16. **MISCELLANEOUS**

(1) All rights, powers and remedies provided in the Client Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law or equity.

(2) Save and except as expressly provided in the Client Agreement, no exercise or failure to exercise or delay in exercising any right, power or remedy vested under the Client Agreement shall constitute a waiver by that Party of that of any other right, remedy or power. Any waiver of any part of the Client Agreement must be in writing and executed by the Party hereto unless expressly stated otherwise in the Client Agreement.

(3) The Parties hereby agree that all provisions of these Terms are fair and reasonable.

(4) Each provision in the Client Agreement shall be treated as separate from any other provision in the Client Agreement and shall be enforceable/valid notwithstanding the unenforceability/invalidity of any such other provision. Any invalid or unenforceable provision shall be replaced with a valid or enforceable provision reflecting the original intent of the Parties hereto.

(5) Risk Warnings Schedule shall constitute an integral part of these Terms.

(6) Where the Client is categorised as a Retail Client, AM Wealth shall comply with all applicable FSRA conduct of business requirements. In the event of any inconsistency between this Agreement and the FSRA Rules applicable to Retail Clients, the relevant mandatory regulatory requirements shall prevail.

17. **PRIVATE MARKET AND PRE-IPO FUND INVESTMENTS**

(1) This Clause 17 applies to units, shares or other interests in a collective investment fund (including a sub-fund of an umbrella fund) that invests, directly or indirectly, in unlisted companies, including companies preparing for an initial public offering (a "**Pre-IPO Fund**"), acquired or held by AM Wealth for the Client (each, a "**Pre-IPO Fund Investment**"), and references in this Clause 17 to units include such shares and other interests. This Clause 17 prevails over any inconsistent provision of these Terms in respect of Pre-IPO Fund Investments.

(2) The Client acknowledges and agrees that:
(a) AM Wealth will acquire Pre-IPO Fund Investments in its own name for the Client's account through an account with a third-party broker and custodian selected by AM Wealth (the "**Intermediary Broker**"), which may be Abylai Global Solutions Limited, authorised by the Astana Financial Services Authority in the Astana International Financial Centre (the "**AIFC**");
(b) the Intermediary Broker, which may also manage the Pre-IPO Fund, may hold Pre-IPO Fund Investments as nominee in its own name, pooled with other clients' assets, with third-party account providers within or outside the AIFC;
(c) the units attributable to the Client will be recorded in AM Wealth's books and records, and the Client will remain their beneficial owner; and
(d) the Client will have no direct relationship with, or rights against, the

Intermediary Broker, the Pre-IPO Fund, its manager or the underlying company.

(3) Pre-IPO Fund Investments are available only to Professional Clients, subject to any minimum investment amount specified in the order confirmation for the relevant offer and to AM Wealth being satisfied that the Client has sufficient knowledge and experience to understand the risks involved. If the Client is re-categorised as a Retail Client, AM Wealth will not accept further Instructions to acquire Pre-IPO Fund Investments.

(4) Before accepting an Instruction, AM Wealth will provide the Client with the Pre-IPO Fund's prospectus or offering memorandum in English (the "**Offering Materials**"), and the Client shall confirm in writing that it has read and understood them. AM Wealth does not verify the Offering Materials and gives no representation as to their accuracy or completeness. Each Instruction shall be given in, or accompanied by, a confirmation in the form provided by AM Wealth and signed by the Client or affirmed by the Client electronically through AM Wealth's order placement channels, which forms part of the Client Agreement and, in respect of the relevant Pre-IPO Fund Investment, prevails over this Clause 17 in case of inconsistency. Any summary of the terms of the Pre-IPO Fund in that confirmation is provided for information only and, if it is inconsistent with the Offering Materials, the Offering Materials prevail.

(5) Each Instruction to acquire a Pre-IPO Fund Investment shall be given by the Client individually and must be fully funded, including applicable Fees, before the cut-off time notified by AM Wealth. AM Wealth acts solely on the Client's Instructions and exercises no discretion over the acquisition, holding or disposal of Pre-IPO Fund Investments. AM Wealth may aggregate the Client's Instruction with those of other Clients. The Intermediary Broker or the Pre-IPO Fund may accept, reduce, reject or delay any subscription; where a subscription is reduced, units will be allocated among participating Clients pro rata, and any amount not invested will be credited to the Client's Account within the period specified in the order confirmation. An Instruction may not be cancelled once submitted to the Intermediary Broker.

(6) Pre-IPO Fund Investments are Safe Custody Investments. The Client consents to their being held as described in Clause 17(2), including on a pooled basis and outside ADGM and the AIFC, and agrees that any irreconcilable shortfall in a pooled account may be shared pro rata among the clients whose assets are held in it. Client Money transferred to the Intermediary Broker for a subscription will be held in accordance with the Client Money Rules.

(7) Clause 5(5) does not apply to Pre-IPO Fund Investments. They may be realised only upon a redemption, distribution or liquidation by the Pre-IPO Fund, or through a sale that AM Wealth may, at its discretion, arrange with another Client or a third party (in which case Clause 6(12) applies). They cannot normally be transferred out of the Account in specie. Proceeds of any realisation will be credited to the Client's Account, net of applicable Fees and taxes, within the period specified in the order confirmation.

(8) Termination of the Client Agreement shall not oblige AM Wealth to realise or transfer Pre-IPO Fund Investments. AM Wealth may continue to hold them on the

terms of this Clause 17 until realised and shall pay the proceeds to the Client, less applicable Fees.

(9) In addition to AM Wealth's Fees, the Client shall bear the fees and charges of the Intermediary Broker (including any early withdrawal fee determined at its discretion) and of the Pre-IPO Fund and any underlying vehicle, as set out in the Offering Materials. Before accepting an Instruction, AM Wealth will disclose the fees known to it and any fee, commission or other benefit it receives from the Intermediary Broker or the Pre-IPO Fund. Where the cash balance in the Account is insufficient, AM Wealth may deduct such Fees from distributions or invoice the Client, and Clause 6(11) applies only to the extent the Pre-IPO Fund Investment can be realised.

(10) Pre-IPO Fund Investments will be valued at the latest net asset value provided by the Pre-IPO Fund or its manager, and Periodic Statements will show the date and source of that value.

(11) AM Wealth shall exercise due skill, care and diligence in selecting and monitoring the Intermediary Broker. Any amount recovered by AM Wealth from the Intermediary Broker in respect of Pre-IPO Fund Investments will be allocated among the affected Clients pro rata to their losses.

(12) The Client consents to AM Wealth disclosing information about the Client and its beneficial owners (including personal data) to the Intermediary Broker, the Pre-IPO Fund, its manager and administrator, any underlying vehicle and, where required, the underlying company and competent authorities, including transfers to the Republic of Kazakhstan and other jurisdictions outside ADGM, subject to appropriate safeguards under the ADGM Data Protection Regulations 2021.

18. **REPACKAGED NOTES**

(1) This Clause 18 applies to notes issued, in one or more series, by a special purpose vehicle incorporated in the Abu Dhabi Global Market that is an affiliate of AM Wealth (the "SPV"), as identified in the offering document for the relevant series (the "Offering Document"), and acquired or held by AM Wealth for the Client (the "Repackaged Notes"). This Clause 18 prevails over any inconsistent provision of these Terms in respect of Repackaged Notes.

(2) Each Instruction shall be given in an order confirmation in the form provided by AM Wealth and signed by the Client, which forms part of the Client Agreement in respect of that series, and the periods and other terms specified in it apply to AM Wealth and the Client. The Client's electronic affirmation of an order confirmation through AM Wealth's order placement channels constitutes its signature of that order confirmation.

(3) AM Wealth may aggregate the Client's Instruction with those of other Clients and, if a subscription is reduced, will allocate Repackaged Notes among them pro rata.

(4) Monies received from the Client for the subscription of Repackaged Notes remain Client Money until they are paid to the SPV, which AM Wealth will do only against the issue of the Repackaged Notes for the Client's account.

(5) Repackaged Notes are Safe Custody Investments. The SPV will enter AM Wealth in its register of noteholders as the holder of the Repackaged Notes, in a client account, on behalf of AM Wealth's clients, and that register evidences title to them. AM Wealth will record the Client's Repackaged Notes in its books and records, and the Client remains their beneficial owner. The Client consents to its Repackaged Notes being registered and held on this basis, pooled with those of other clients.

(6) AM Wealth will vote, or give any consent or direction as holder of the Repackaged Notes, only on the Client's Instructions, and, if no Instruction is received, will not do so.

(7) Termination of the Client Agreement shall not oblige AM Wealth to realise or transfer Repackaged Notes, and AM Wealth may continue to hold them on the terms of this Clause 18 until they are redeemed.

(8) The Client consents to AM Wealth disclosing information about the Client and its beneficial owners (including personal data) to the SPV, its directors and agents, any trustee for the holders of the Repackaged Notes and, where required, competent authorities, subject to appropriate safeguards under the ADGM Data Protection Regulations 2021.