

## **Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges**

	ter referred to as "Agreement") is made and entered into force on this day/ by and between:
First Party (Company):	INGOT Financial Brokerage Ltd., a company registered with the Companies Control Department in the Register of Limited Liability Companies under No. (13014), Jordan Securities Commission's Letter No. 3/1/02165/20, dated 17/12/2020, (hereinafter referred to as "Company" or "First Party"), having a selected address for service purposes at: Saad Abu Jaber Street. Building No. 5, Amman, 11181, Jordan.
Second Party (Client):	Mr./Ms

Either the First Party and the Second Party shall be referred to individually as ("Party") and collectively as ("Two Parties" or "Parties").

#### **Preamble**

Whereas the First Party is a financial brokerage company that provides financial services and has the legal licenses and approvals necessary to conduct the business of a financial broker for the account of others in foreign stock exchanges.

Whereas the Client wants to deal and trade (buying and selling) in foreign currencies, precious metals, commodities, indices and/or any other financial instruments in foreign stock exchanges in accordance with the provisions, laws, regulations and instructions issued by the Jordan Securities Commission and supervisory bodies in foreign stock exchanges, and whereas the Client is fully aware that the nature of trading in these products involves high financial risks and may cause losses, and that he is aware in advance of the dimensions of these risks in terms of the possibility of losing the capital provided.







Now, therefore, the Parties hereby agree to the following:

1. The preamble of this Agreement and the annexes attached thereto are considered an integral part hereof and shall be read along with it as one unit.

#### 2. Definitions

The words and terms defined in the Agreement shall have the meaning assigned thereto in the Agreement, unless the context requires otherwise:

Foreign Stock Exchanges: Every financial market outside the Hashemite Kingdom of

Jordan, whether regulated or unregulated, in which securities of all kinds, foreign currencies, precious metals, any other

commodities or financial instruments are traded.

**Commission:** Jordan Securities Commission.

The laws, regulations and instructions in force in the Laws:

Hashemite Kingdom of Jordan.

Assets: Include any equities, indications or evidence accepted as

> securities in accordance with the Laws, including stocks, bonds, financial market instruments such as treasury bonds, private and public debt securities, financial derivatives, foreign currencies, precious metals, commodities, indices, all funds, investment stocks, futures contracts, contracts for difference (CFD), OTC contracts, foreign exchange contracts and any type of contracts currently or subsequently owned, registered or otherwise going to be owned by the Company in

the Client Account.

**Company Account:** The account owned by the Company, through which buying

> and selling take place in foreign stock exchanges for the benefit of the Company's clients with the foreign broker.

**External Broker:** The financial brokerage company that contracts with the

Company and is licensed to trade in the foreign stock

exchanges.

**Client Account:** It is a special account created by the Company and managed

> by the Client by authorizing the Company to carry out the necessary buying and selling transactions or crediting to the Client's accounts; as it is the outcome of all operations responded by and all actions made by the Company based on

the Client's instructions.

Such amount or total cover for the risks, and additional funds **Cash Margin:** 

> deposited by the Client with the Company in the form of a guarantee for the purchase or sale or to compensate for a loss resulting from negative price movement in the financial

instruments (the subject matter of the contract).

The website of the Company. Website:

The working days approved in the foreign stock exchanges in **Business Day:** 





which trading is carried out.

**Approved Contact Methods:** 

Any means approved by the Client in this Agreement and stipulated in the preamble of this Agreement to receive information and correspondence related to the account, either by phone, postal box, e-mail, or any other method approved by the Company.

## 3. Trading Authorization

The Client shall grant the Company an absolute, irrevocable authorization to make all transfers in the name of the Client and to credit to their account/s with the Company, including but not limited to:

- Execute all orders for buying and selling Assets in foreign stock exchanges according to the Approved Contact Methods.
- Use the Client's balance to pay the price of the sale and purchase of Assets in foreign stock exchanges for the Client's interest.
- Deposit the proceeds of asset sale in foreign stock exchanges based on the Client's orders in case they are realized, and as a result to credit the realized/or unrealized profit and/or loss to their account once the necessary settlements are completed and recorded in the Company's books and records.
- Transfer any credit balance in the Client's Account to any debit balance in the Client's other accounts or third-party's accounts guaranteed by such account and vice versa.
- Put into the Client's Account any amounts (credit and/or debit) arising from financial settlements, even if they arise following the date of the transaction.
- · Write off any securities from the Client Account, whether listed, unlisted, suspended from trading and/or non-tradable in any of the financial markets in which the Client trades, and as stated by External Brokers and/or the Commission's instructions or global markets.

#### 4. Trading Terms:

- 4.1 It is agreed between the Two Parties that the Company, once the Client opens an account with it, will receive buy and sell orders from the Client in order to trade in securities and assets in general in foreign stock exchanges through the External Broker that the Company deals with, taking into account what is stated in clause 4.4 below.
- It is agreed that the Company deals with more than one client, and that purchase and sale 4.2 orders in foreign stock exchanges made by the Company to External Brokers may belong to more than one client at the same time, accordingly, the company may mix the Assets of the Client and other clients of the Company with any External Broker, clearing system or any trustworthy custodian approved by the Company in that country in which the assets are kept, so that the assets are registered with the Company and/or with the External Broker/s which the Company deals with, provided that the assets of each of the Company's clients, including the Client, are segregated for his benefit in the company's books and records only. For this purpose, the Company's books and records in relation to sales and purchase orders, prices and commissions shall be exclusively approved to determine the Client's rights and obligations arising from purchase and sale orders. The Client also shall declare his knowledge and consent in the event that the Client is a seller





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- or buyer and there is another client with the Company, who meets the Client's order, then the Company has the right to complete the sale and/or purchase process at the price and quantity specified by clients, including the Client. Further, commissions shall be calculated as agreed upon as if they were executed through the foreign broker and without objection to that by the Client, and this shall be registered in the Company's books and records.
- The Company has the right, upon its sole and absolute discretion, and without assuming 4.3 any liability, to refuse to carry out the Client's instructions and/or orders if Company believes that the implementation of those transactions, orders and/or instructions constitutes or may constitute a legal or behavioral violation or threaten its interests or entail any liabilities or losses to the Company.
- The Client acknowledges that the Company has the absolute right to choose the positions to be liquidated for the purpose of paying any debit balance owed by the Client to the Company or to others.
- 4.5 The Company is not considered to have received instructions or orders from the Client unless the Company actually receives such orders through the electronic trading platform and/or the Website or by telephone through the phone numbers provided on the Website.
- The Client acknowledges that the Company does not guarantee excuting the Client's 4.6 request to cancel or amend an executed order. In case if the order is still not executed at the time of receiving the Client's request, then the Company does guarantee the execution of the cancellation or amendment request unless if the Company has had sufficient time to direct the order to the relevant trading market and unless the trading market receives it and matches the request with the Client's order before carrying it out.
- The Client acknowledges that attempts to modify, cancel or replace an order may lead to 4.7 carrying out duplicate orders, and the Client shall be solely responsible for such operations.
- 4.8 The Client acknowledges and agrees that there are risks associated with the occurrence of malfunctions in the online trading platform or a component hereof and in case of malfunction of the platform or any component thereof, the Client may not be able for a certain period to carry out new or existing orders or to modify or cancel orders already carried out. The malfunction of the platform or any component thereof may result in the loss of orders or the priority of carrying them out; in any way, the Company shall not be responsible for any malfunction in its online trading platform or any malfunctions in the system or its components.
- 4.9 It is agreed between the Two Parties that if there are any private and/or public subscriptions and/or an increase in capital or cash dividends or free shares (grant) or the like, the Client alone must follow up on these matters and explicitly notify the Company his desire to benefit from them so that the Company can take the necessary action in their interest; the Client hereby authorizes the Company to charge the amounts necessary to meet their order and instructions, and all expenses, costs, commissions, interest, taxes, service fee and others to his account with Company, and to credit any cash or free shares (grant) to his account once received from its sources and duly collected and/or received, without any liability on the part of the Company. The Company is entitled to refuse to provide such service without the need to give reasons, and the Client shall pay all charges, expenses and fees of this service rendered by the Company.





- 4.10 Since the operations of trading assets in foreign stock exchanges are carried out in different currencies according to the requirements of each financial market, the Client hereby agrees, upon signing this agreement, to automatically open accounts with the Company in different currencies required to be traded in these markets, regardless of the currency deposited by them; the Client declares knowledge and consent that in the event of entering into operations that require exchanges in foreign currencies, then any profit or loss resulting from fluctuations in the exchange rate of those currencies shall be at the Client's expense and they shall be liable alone for the risks without any responsibility against the Company. The Client hereby authorizes the Company to carry out the currency conversion from the Jordanian dinar or the US dollar or other currencies and vice versa in the manner and at the time the Company deems appropriate to complete the asset trading operations that take place in the Client's interest. The Client shall pay any expenses or differences resulting from the conversion process without any objection from them. In this case, the Client hereby authorizes the Company to charge all such expenses and price differences to his account with Company. The Client also shall be liable for the risks of currency conversion and price fluctuations in all cases, including, but not limited to, realized and/or unrealized losses resulting from trading operations and/or sale to cover accounts in different currencies and maintaining their account.
- 4.11 The failure of the Company to fully or partially implement any of its rights and obligations under this Agreement shall not be considered a waiver or assignment thereto, and the Company has the right to exercise the same at any time it wants. The Company is also entitled, in addition to its rights set forth under this Agreement, to exercise any other rights and/or powers granted to it by the Laws and the financial, banking and commercial customs.
- 4.12 The Client hereby agrees that the Company records communications between itself and the Client, including telephone call(s), emails, or any other means that can be used for communication between the Company and the Client, including written notes or face-toface conversations; the Client hereby agrees that such recording(s) shall remain the property of the Company and may be used as evidence of any legal obligation.
- 4.13 The Client further acknowledges that existing records of communications and/or conversation(s) and data traffic records, executing and documenting communications and/or conversation and carrying transactions out shall constitute evidence to prove and/or establish the existence of a transaction and/or other activity; it is understood that existing recordings of communication including communications and/or electronic conversation (records) and data traffic records may be used by the Company for legal purposes.

## 5. Trading on Margin

- The Client agrees and undertakes that the equity must be, in any case, equal or more than the total margin requirement of the Client's account; moreover, the Company shall have the right to liquidate the account assets and/or notify the Client of the need to make margin deposits promptly by bank transfer of available funds, or by any other means that the Company may find if the cash-to-margin ratio is less than the ratios mentioned in this clause and/or the ratios agreed upon with the Company.
- To avoid any ambiguity or doubt, the liquidation of account assets may be conducted and 5.2





completed at any time and if the equity is equal to or less than the total margin requirement of the Client's account regardless of the settlement timing and/or relevant market conditions, the Company reserves the right to modify the ratio of liquidation of account assets to Cash Margin 20% or less for any account type and any other ration the Company deems appropriate. The Client shall be notified of such modification via the trading policies announced from time to time on the Company's Website, which are an integral part of the Agreement.

- If the Client holds one or two accounts of any kind, the Client acknowledges and agrees that they owe the Company with a negative balance, if any; in this case, the Client agrees that the Company has the right to make a settlement between the accounts and set-off to cover the negative balance from other accounts or new deposits.
- The Client acknowledges that the margin cash requirement is a guarantee for each buy and sell order depends on the margin financing ratio applied to the Client Account.
- 5.5 The failure of the Company at any time to request and/or notify the Client to deposit cash to maintain the margin ratio shall not constitute a waiver of the Company's rights to do so at any time thereafter and shall not constitute any liability of the Company towards the
- 5.6 The Client agrees that the margin requirements may be changed by the Company and that such change shall apply to all buy and sell orders in addition to the transactions that will be taken place in the future.
- In such cases where the Client does not meet his obligations towards the margin requirements, the Client Account becomes subject to suspension and liquidation under clause 11 below.

#### 6. Authorization of Third Parties by the Client

The Client is entitled to authorize whomever they want by virtue of a notarized power of attorney or a written letter duly signed by them to trade on the Client's behalf with the Company in accordance with all the provisions of this Agreement, for example, this authorization shall include making orders and giving instructions to the Company regarding carrying out transactions in foreign stock exchanges of all kinds, making remittances, money transfers, withdrawals and deposits from the Client Account(s) with the Company to the account of the authorized person and at the time the authorized person deems appropriate, and signing on behalf of the Client to this effect, as if the Client had done all the business personally and under the full responsibility of the Client. If the Client authorizes a third party, the Company is thus fully authorized to operate under this authorization, which would remain in force and effect until the Company receives written instructions to the contrary from the Client or their legal successor or representative, as a result of death, ineligibility/loss of eligibility or otherwise that may happen to the Client. Moreover, the Client shall be liable for all the consequences and losses resulting from this authorization (if any) and without the Company assuming any responsibility whatever the results may be. In the event of dealing with a person authorized and/or delegated by the Client, the Company must be provided with a certified copy of the authorization, and the Company has the right to take all measures to identify each of the proxy and/or authorized person.





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#### 7. Fees and Commissions

- 7.1 The Client acknowledges that the services provided are subject to fees and commissions determined by the Company from time to time; you can find in the attached Annex No. 3 a list of current fees and commissions as on the date of the Agreement; the Client acknowledges and agrees that these fees are subject to change from time to time and the Company will announce any change to all Clients through the means approved by the Company, including electronic channels.
- 7.2 Fees and commissions under clause (7.1) above shall include, without limitation, the following:
  - A- Any charges, commissions, added fees, price additions or reductions that apply to a specific financial instrument(s) and the account(s) of the Client related to transactions and operations carried out and/or added by the External Broker;
  - Fees and/or Charges related to the renewal of the financial instrument(s) contract;
  - C- Fees and/or Charges related to positions or transactions based on specific financial instrument(s);
  - Fees and/or Charges related to inactive accounts;
  - E- Charges related to the transfer including but not limited to the charges or fees applicable to deposits, withdrawals and returned withdrawals, issuance and reissuance of cheques, etc.;
  - F- Price difference between buying and selling, price additions and/or reductions obtained by the Company and/or expected to be obtained by service providers and/or liquidity or any other party;
  - G- Currency conversion relating to transaction and/or trading, commissions (if any), and profits and/or losses resulting from trading activities.
  - H- Currency conversion related to amounts received in currencies other than the base currency used by the Client Account.
  - **I**-Any fees or charges to regulatory and/or legal authorities;
  - Any amounts related to the client's subscription in the financial markets.
- The Parties agree that the above-mentioned fees and commissions do not include any taxes, whether imposed by governmental bodies and/or an External Broker.
- 7.4 Notwithstanding what is stated in clause (7.2) above, additional charge/s and/or fee(s) may be applied to specific types of accounts, financial instruments and/or services provided by the Company, of which the Client is notified prior to implementation.
- In such cases where the client is not notified of a specific charge/s and/or fee(s), the client 7.5 must from time to time inquire about and obtain an explanation of such fees and charges.
- 7.6 The Client shall pay commission, fees, charges, taxes, price difference and other amounts whatever, regardless of the outcome of profit and loss as a result of these operations/transactions according to the list of fees and commissions applied and approved by the Company, which the Client acknowledges that he has checked and agreed upon.
- 7.7 The First Party shall be entitled to make restrictions on trading to the extent permitted by the Laws for reasons either a court ruling, a tax deduction, a precautionary seizure, a debit balance in the account, or an order from a governmental authority, and the Client shall compensate the Company for the claims and losses incurred.





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## 8. The Company's Obligations

- 8.1 To manage the Client Account based on his instructions and in accordance with the provisions of the law.
- 8.2 To implement the decisions and instructions issued from time to time by the supervisory authorities and the Commission.
- 8.3 Not to use the funds and assets deposited in the Client Account to grant credit facilities or to provide financing to others in any form.
- 8.4 Not to use the funds and assets deposited in the Client Account for the Company to obtain credit facilities or financing from others or any private benefit.
- To keep information confidential, while observing Clause (10) of this Agreement.
- Commitment to the independence of the Client Account from the Company Account and funds.
- 8.7 To register the ownership of the purchase in the name of the Company with the External Broker for the benefit of the Client.
- To make payment and settlement in cases of sale in accordance with the legal periods 8.8 used by each External Broker.
- 8.9 Not to engage in margin financing in foreign stock exchanges with the meaning contained in the Margin Financing Instructions issued by the Commission.
- 8.10 Not to accept authorizations for any purchase or sale operations in foreign stock exchanges except from its clients or their duly legal representatives.
- 8.11 Not to deal with any foreign brokerage company not licensed by the competent authorities abroad.
- 8.12 Not to pay or charge any amount to the account of any of the Company's clients as payment of the prices of any transaction unless it is sold for the Client's benefit.
- 8.13 Not to trade in digital currencies or any other currencies prohibited by the competent authorities.
- 8.14 The Company shall not be obligated to take legal or judicial action on behalf of the Client in any matter related to this Agreement.

## 9. Financial Advice by the Company

The Client acknowledges that the Company and/or any of its employees shall not be obligated to provide financial, legal or technical advice or consultation or any guidance in relation to trading through the financial market; the Client may not consider any information through the Company and the online trading platform as a recommendation to buy or sell Assets; moreover, the Client acknowledges that they shall be alone liable for their investment decisions, transactions and orders made by the Client and their reliance on such information and that the Company shall not assume any responsibility for the accuracy, validity and appropriateness of such information.

#### 10. Information and Privacy

10.1 The Client shall provide the First Party with the forms (applications) approved by the First Party for the purposes of identifying the Client and opening trading accounts, so that they are duly signed by the Client; the Client further acknowledges that all the information provided by them is true, identical and real and that they did not hide any events and/or





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facts that would affect the First Party's decision to open the account and that they shall perform all their obligations accurately, sincerely and in good faith; however, and in the event of a breach of this, the Client shall be liable for any damages that may be caused to the Company; the Client undertakes to notify the Company in writing of any change in any of the aforementioned information.

- 10.2 The Client certifies that he/she is not a parent (mother/father), child (daughter/son), spouse (husband/wife), grandparent (grandmother/grandfather) siblings (brother/sister) of INGOT Financial Brokerage Ltd.'s employees. INGOT Financial Brokerage Ltd.'s employees hearby means the workers at the Company according to the Jordanian Labor Law definition, who are on their duty and their employment contracts are not terminated at the time of signing this Agreement.
- 10.3 The Client agrees at any time to provide the information that the First Party may request in order to comply, and the Client also undertakes to disclose any changes or updates to such information; the Client shall complete the account opening procedures, which include all information and documents, taking into account compliance with the law and instructions for combating money laundering and terrorist financing.
- 10.4 The Company acknowledges that the information provided by the Client shall be considered confidential and the Company shall maintain the value of this information so that it will not be used to serve the interests of any person(s) other than the Client, except for cases permitted by law.

#### 11. Client Account Clearance

The Company has the right, without notifying the Client, to liquidate some or all of the Client's property or cancel any prior purchase and/or sale order in the account and/or to close any open positions in the following cases:

- The failure of the Client to pay outstanding debts;
- The death of the Client or issuance of a court ruling that they are ineligible;
- The Client's bankruptcy or insolvency;
- Issuance of a court ruling of precautionary seizure on the Client Account;
- Issuance of a court ruling against the Client in relation to their account;
- Appointment of a receiver to the Client Account;
- The percentage of the current balance to the Cash Margin is equal to or below the percentage specified by the Company.

## 12. Financial risks of dealing in the trading market

- 12.1 The Client acknowledges that they are aware of the risks of trading Assets and that they may incur a financial loss for part or all of the amounts deposited in their account, as they shall assume all the risks related to the assets in which he invests by purchasing them in foreign stock exchanges.
- 12.2 In the event that the Client Account owes the Company as a result of the loss, the Client undertakes to pay the Company such debit balance directly and without any delay in addition to all related debit interest, fees, expenses, costs, commissions, penalties, taxes and others immediately and without delay and without the need for notice or notification; the Client understands that they are solely liable for any debit balance in his account(s) with the Company and that they shall solely pay all accumulated charges, commissions,







- debts and interests, without the Company assuming any responsibility as a result of the liquidation and/or sale of the Assets.
- 12.3 The Client acknowledges and confirms that they are fully aware of all the risks that may arise in the event of a negative movement(s) of one and/or more currencies; the Client shall assume the high risks involved in buying and selling, as the Client bears losses and/or damages that may reach to some or all of the capital and/or funds invested for the transaction(s) to be carried out at the sole risk of the Client.
- 12.4 The Client acknowledges that some buy and sell orders may not be verifiable if the financial market is in a state of fluctuation, chaos, confusion or any congestion due to the large number of orders made by clients or due to low trading volume, so it may be difficult to determine the risks that the Client may be exposed to, as the price and value of any of the Assets may decrease as well as rise, and clients may not receive the invested amount immediately.
- 12.5 The Client acknowledges that the buy and sell orders carried out to his account may result in a negative balance due to the Client's use of a higher percentage of margin financing, which is the ability to take on a larger number of positions that may lead to an increase in the risk of possible automatic closure of the account, so the Company has adjusted the margin financing operations in order to provide the Client with higher protection and reduce the possibility of the Client Account being exposed to a negative balance. However, the Client has the ability to choose the higher percentage of margin financing which may result in the account being exposed to higher risk with higher return potential.
- 12.6 Risks of trading in foreign stock exchanges include, but are not limited to the following, as all potential risks cannot be included:
  - A. Market Risk;
  - B. Speculative Risk;
  - C. Hedging Risks, Day Trading and Extended Business Hours;
  - D. Implementation and Technology Risks;
  - E. Product Risks;
  - F. Currency Risks;
  - G. Accounting Risk and Credit Risk;
  - H. Risks that May Arise from the External Broker;
  - I. Risks of Lack of Regulatory Oversight;
  - J. Tax Risks:
  - K. The bankruptcy of any company issuing the purchased security and as a result writing off its listing and writing it off from its account;
  - L. Restructuring the capital of any company issuing the purchased security, which results in a decrease in the number of securities in its account;
  - M. Suspension of trading in the purchased security for an indefinite period for any reason:
  - N. A decrease in the value of the security in such a way that its value becomes very low;
  - O. External Brokers stop accepting orders for trading in securities, including but not limited to shares within well-known global bulletins, and/or stop their trading service for any reason:
  - P. If the purchased security becomes worthless, where the shares have lost their market value and/or their market value is very low and trading on them is almost non-





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- existent, which results in the suspension of trading on this security for any reason whatsoever by External Brokers, trustworthy custodian or financial markets included therein, then such security is excluded from the Client Account with the Company in light of its exclusion from the Company Account with External Brokers and/or any security to which this case applies. However, in case of changing the classification of this security and returning it to trading, the suspension will be lifted and reappeared again in the Client Account with the Company but without any liability against the Company; in all cases it is the Client's sole responsibility to follow up on such securities:
- Q. If the purchased security becomes (delisted shares), which are securities that have been written off from the register of securities traded in the financial markets in which they are listed and/or their listing is frozen or canceled and trading on the same is suspended by decisions of the supervisory authorities according to the legislation in force in foreign stock exchanges, then such securities shall be excluded from the Client Account with the Company in light of their exclusion from the Company Account with External Brokers, the trustworthy custodian or the financial markets, and accordingly, these securities will not appear in the Client Account with the Company, and there will be no trading on these securities because they have been written off from the securities register; in all cases it is the Client's sole responsibility to follow up on such securities;

#### 13. Force Majeure and Emergency Circumstances

- 13.1 The Client acknowledges with full knowledge and consent that the Company does not assume any obligation, liability or compensation for any damage, lost profit, loss of benefit, or others in connection with the consequences of the interruption of its business due to act of God, force majeure, failure of internal or external work devices, during the update and/or maintenance of the electronic trading platform, riots, or civil commotions, armed insurrection, wars, and/or as a result of freezing its funds and accounts and/or restricting its activities and business, or withdrawing, suspending, or canceling its licenses, or suspending the Company from work or suspending any of its activities for non-licensing or for any other reason according to decisions of the relevant authorities and/or decisions of the official and/or supervisory authorities and/or locally, regionally and/or internationally regulatory authorities, or for any reasons beyond its control and/or any closure by disabling users from work or as a result of exposure of brokerage companies, correspondent banks and/or stock exchanges and financial markets to such circumstances, or as a result of the error or negligence of the Second Party or others; among the cases of force majeure include, for example, but not limited to, the bankruptcy and/or suspension of the business of the External Broker and/or the freezing of its activities and/or the seizure of its movable and immovable funds, including securities on foreign stock exchanges for the benefit of the Client, and/or the cessation of External Brokers from dealing with the Company, in whole or in part, or stop dealing with some services, and in general any cases that are outside the Company's control and will.
- 13.2 The Company may decide, at its sole discretion and without giving notice to the Client, in the event that there are emergency or exceptional circumstances in place, including but not limited to, those circumstances mentioned in clause 13.1, take any of the following





## steps:

- A-To increase the Client deposit requirements;
- To close any or all open commodity contracts of clients at a closing level that the Company reasonably believes is appropriate;
- To suspend or modify the application of all or any of the provisions of this Agreement to a reasonable extent;
- D-To change the deadline for trading in relation to any of the financial instruments.
- 13.3 If the force majeure case continues for three consecutive months, the Agreement shall be considered null and void, and neither party shall assume any liability or additional expenses, committed by each party until the date of the force majeure case.

#### 14. Correspondence made by the Company

- 14.1 It is agreed that every correspondence and/or notification and/or notice made by the Company to the Client shall be completely binding to the Client; as any notice, warning or letter from the Company to the Client via the means of Approved Contact Methods by the Client shall also be considered binding to him; the Client acknowledges that the Company does not assume any responsibility for this even if the mailbox or the address sent to him by post, e-mail, telephone or fax number(s) is used by a person who has no authority or is not authorized by the Company, and the Client assumes full responsibility resulting from every misuse that may occur, and they also acknowledge the validity of all transactions for sale and/or purchase for its account in accordance with the above-mentioned cases.
- 14.2 All statements, notices and other written communications made by the Company to the Client in relation to their account(s) and any operation(s), are sent by the Approved Contact Methods; the Client shall be liable at all times for any change in the Approved Contact Methods, and the Client shall be liable at all times responsible for notifying the Company in the event that they do not receive their account statements or any correspondence; their failure to object in writing to the non-receipt of the statements is evidence of their receipt within the specified period; moreover, the Client expressly waives the Company against any claim that may arise from the Company's inability to contact them, whether due to the Client's failure to provide the Company with the correct address or their failure to answer the Company despite the Company's efforts to contact them. If the Client does not provide the Company with the correct address or if he specifically notifies the Company that they do not wish to receive any correspondence, including statements and notices in relation to their accounts and investments, then the Client agrees to indemnify and hold harmless the Company and not charge any responsibility for the damage and loss arising directly or indirectly as a result of not providing the Client with statements, notices or other information relating to the Client Accounts and investments, including without limitation any claims arising from the Client's failure to respond to or request the correction of any alleged errors or mistakes in any such statements, notices or other information, and the Client agrees to waive all of their rights and claims in this regard.
- 14.3 According to the special terms of each transaction, the Company will send a confirmation at the end of each trading day, which will explain in details the transaction that have been opened or closed in such trading day (for the purposes of this clause, hereinafter referred





to as "Confirmation"). This Confirmation will be available on the Client's portal or any other way of communication the Company deems applicable for this end. The Client shall always be responsible for notifying the Company if he/she di not receive the Confirmation, or if the Confirmation or its content is not accurate.

- 14.4 The mentioned Confirmation in the previous paragraph shall be final and mandatory at any of the following situations:
  - a- in case there is no apparent mistake;
  - b- in case if the Company does not receive a written objection to the Confirmation from the Client: or
  - c- in case if the Client does not notify the Company of any mistakes in the Confirmation. Within a duration mentioned in such Confirmation.

### 15. Agreement Effective and Termination

- 15.1 All rights, duties and obligations of the Parties under this Agreement shall be binding as of the date of signing it by both Parties and shall remain in place until its termination; moreover, either party has the right to terminate this Agreement at any time by giving notice in writing to the other party 30 days prior to its termination.
- 15.2 The Client's electronic approval of all the terms of the Agreement and its annexes is considered as a signature affixed by them and an acknowledgment of what was stated therein, and therefore all rights and obligations mentioned in the Agreement are considered binding to the Two Parties from the date of the Client's electronic approval.
- 15.3 The Company has the right to terminate this Agreement immediately without giving written notice in the following cases:
  - The Client's repeated violation of the provisions of this Agreement;
  - B. The Client has provided the Company with false information;
  - C. Non-compliance with the applicable laws and instructions that require the declaration and provision of any information related to the Client.
  - D. Initiation of judicial and/or legal proceedings against the Client by the Company;
  - The Client's Ineligibility to make buy and/or sell orders; E.
  - F. The Client's failure to make any payment due by him;
  - Non-compliance with the Cash Margin.
- 15.4 If this Agreement is terminated pursuant to this clause, this will not affect any transactions in progress and/or any rights arising and/or any obligations realized on those transactions, and the termination will not stop or affect the execution of any transaction ordered to be executed.

#### 16. Severability

If any provision of this Agreement becomes legally invalid or unenforceable, then such provision shall be considered invalid, and the other provisions shall continue effective unless the cancellation of this provision affects the substance of the Agreement, where either party shall notify the other party of its desire to terminate it in accordance with the Clause 15 above.

#### 17. Entire Agreement

17.1 Subject to what is stated in Clause 17.2 below, this Agreement, along with all annexes and





- any terms or conditions stated on the Company's Website or any authorizations or statements of account resulting from the trading operations provided to the Client between the Two Parties, shall constitute the entire agreement between the Parties.
- 17.2 The Client agrees and acknowledges that the Company has the right to amend this Agreement, whether by amending any of its current terms or adding new terms and clauses at any time, provided that the Company shall notify the Client of these amendments at least seven days before the effective date of the amendment, cancellation and/or addition; however, if the seven days have passed since the date of the notice without receiving any written objection from the Client, such amendments shall be considered approved by the Client and are considered an integral part of this Agreement.
- 17.3 It is agreed between the Two Parties that any amendment, legislation, laws or any new standards set by the regulatory and supervisory authorities on local and/or external financial markets and foreign stock exchanges, shall be applied to this Agreement without the necessity of notifying the other party of that.

#### 18. Jurisdiction and Governing Law

The Parties shall adhere and agree to implement the content of this Agreement in accordance with the principles of good faith in the implementation of contracts, as this Agreement is subject to the laws, regulations and instructions in force in the Hashemite Kingdom of Jordan; all disputes arising from the implementation and/or interpretation of this Agreement or the application of any of its provisions, in the event that it is not possible to reach an amicable solution, shall be referred to the Amman Courts (Palace of Justice) as the competent court; the dispute shall include any disagreement, claim or allegation whatever its kind, cause or nature as long as it arises from or relates to this Agreement.

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

The Company	The Client
Name:	Name:
Signature:	Signature:







# Annex No. (1) **Online Trading Agreement**

In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and INGOT Financial Brokerage Company Ltd. (the "Company") dated ......(the "Agreement"),

This Online Trading Agreement ("Online Agreement") sets forth these terms and conditions under which the Client is authorized to access one or more Online Trading Platforms through Client's Internet Browser and all software links and communications available via the Internet ("Online Trading Service"). This Agreement sets out the terms and conditions under which the Company allows the Client to electronically (online) carry out and monitor the activity, system, order(s) and/or transactions in the Client's account(s).

Accordingly, the parties agreed upon the following:

- The Company shall provide the Client with an Online Trading Service through its owned 1. software on its own platform (the "Platform"), whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "Online Account"), through which trading transactions are carried out by the Client and at their own risk.
- 2. The Client acknowledges that the software for online trading shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
- The Client shall not disseminate, re-disseminate, publish and/or broadcast the 3. information provided by the Platform in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
- The Client shall be the sole and exclusive holder of the Online Account and shall assume 4. full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
- 5. The Client acknowledges that the account password may be updated for security purposes.
- The Client agrees and acknowledges that he shall be responsible for the account and 6. that they shall notify the Company immediately in writing for any of the following cases:
  - A- If the password is lost and/or used by unauthorized persons;
  - B- If the Client has not received a message stating that the order has been delivered and/or carried out;
  - C- Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for



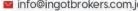




the account;

- D- Any incorrect information in the account of the positions, or the date of the client's transactions.
- 7. The Client acknowledges that the information obtained by them as part of the Online Trading Service shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.
- 8. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale
- 9. If the Client wants to transfer any amount ordered when carrying out any online trading transaction from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.
- 10. The Client shall authorize the Company under this agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from online trading and any other charges related thereto.
- 11. The Client acknowledges that they have read the Risk Statement attached to this Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges their full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from their use of the Online Trading Service.
- 12. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to:
  - A- Use of or inability to use the Online Trading Service;
  - B- Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
  - C- The Company shall not be liable for any defect, virus attack or hacking; any hacking of the software or password shall be the sole responsibility of the Client;
  - D- Any loss or damage caused by or due to inaccuracy, error, delay, omission, nonperformance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether within the scope of the Company or any of the service providers (Service Providers).
- 13. The Client acknowledges that, from time to time, and for any reason, the Online Access Service may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers





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- shall be liable for any damage resulting from the unavailability of the Online Access Service.
- 14. The terms of the Online Agreement may be amended at any time by the Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or his account manager to find out if there have been any amendments to the terms of the Online Agreement in the event that they do not continuously follow up on the Company's website.
- 15. By signing this agreement, the Client agrees to the terms and conditions contained therein.

The Company	The Client
Name:	Name:
Signature:	Signature:





## Annex No. (2) **Smart Applications Usage Agreement**

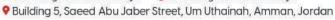
In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and INGOT Financial Brokerage Ltd. (the "Company") dated ..... (the "Agreement"),

This Smart Applications Usage Agreement ("Smart Applications Usage Agreement") sets forth these terms and conditions under which the Client is authorized to monitor and control their trading account through smart applications ("Application"). This Agreement includes the terms and conditions of how the Company will electronically (online) allow the Client to monitor the account and/or carry out trading transactions in their account. The Trading Service via Smart Applications includes all links and software related to trading assets through the Companyowned application that the Client downloads on their own devices. This service is available for specific types of operating systems that can be found through the Company's website.

Accordingly, the parties agreed upon the following:

- 1. The Client acknowledges that the use of the trading service via smart applications shall be at his own risk and that this service may be subject to any technical errors at any time and sometimes not work as expected by the Client.
- 2. The Company shall provide the Client with a Smart Applications Trading Service through its owned application, whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "Application Online Account"), through which trading transactions are carried out by the Client and at their own risk.
- 3. The Client acknowledges that the proposed software for trading via the Application shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
- 4. The Client shall not disseminate, re-disseminate, publish and/or broadcast the information provided by the Application in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
- 5. The Client shall be the sole and exclusive holder of the Application Online Account and shall assume full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
- 6. The Client acknowledges that the account password may be updated for security purposes.
- The Client agrees and acknowledges that they shall be responsible for the account and 7.









that they shall notify the Company immediately in writing for any of the following cases:

- A- If the password is lost and/or used by unauthorized persons;
- B- If the Client has not received a message stating that the order has been delivered and/or carried out;
- C- Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for the account;
- D- Any incorrect information in the account of the positions, or the date of the Client's transactions.
- 8. The Client acknowledges that the information obtained by them as part of the Trading Service via the Application shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.
- 9. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale order.
- 10. If the Client wants to transfer any amount ordered when carrying out any trading transaction via the Application from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.
- 11. The Client shall authorize the Company under this Agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from the trading via the Application and any other charges related thereto.
- The Client acknowledges that they have read the Risk Statement attached to this 12. Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges his full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from his use of the Trading Service via the Application.
- 13. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to:
  - A- Use of or inability to use the Online Trading Service;
  - B- Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
  - C- The Company shall not be liable for any defect, virus attack or hacking; any hacking of the Application or password shall be the sole responsibility of the Client;
  - D- Any loss or damage caused by or due to inaccuracy, error, delay, omission, nonperformance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether





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within the scope of the Company or any of the service providers (Service Providers).

- 14. The Client acknowledges that, from time to time, and for any reason, the Access Service via the Application may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers shall be liable for any damage resulting from the unavailability of the Access Service via the Application.
- The terms of the Applications Usage Agreement may be amended at any time by the 15. Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or their account manager to find out if there have been any amendments to the terms of the Smart Applications Usage Agreement in the event that they do not continuously follow up on the Company's website.
- 16. By signing this agreement, the Client agrees to the terms and conditions contained therein.

The Company	The Client
Name:	Name:
Signature:	Signature:





# **Annex III – Fees**

Deposit fee: Bank fee only

Withdrawal fee: Bank fee only

Cheque fee: Bank fee only

Type of Spread	Floating
Available Financial Instruments	Spot contracts for forex, metal, energy, index, and stock CFDs, as well as futures for metal, index, and energy CFDs
Type of Execution	Market execution, which may differ from the requested price
Minimum Deposit	USD 100
Maximum Number of Contracts per Position	25 lots
Commissions	Zero commission, account-based
Minimum Lot Size	0.01
Leverage	Up to 1:100 for forex and metals, and up to 1:500 for indices and others, under special <u>Terms and Conditions</u>
Expert Advisors (EAs)	Allowed
Hedging	Allowed
Negative Balance Protection	No
Swaps	Changes daily or weekly
Swap-Free Account	Yes, under the Volume Limit and/or Grace Period, and special Terms and Conditions
Account Currency	USD
Stop-out Level	20% or less
Client's Name:	
Date:	
Signature:	

## INGOT Financial Brokerage Ltd.



## Annex No. (4) **Client Right to Submit a Complaint**

In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and INGOT Financial Brokerage Ltd. (the "Company") dated ..... (the "Agreement")

This annex to the Agreement (the "Annex") sets forth the Client's right to submit to the Company any complaint in relation to the services provided to the Client by virtue of the Agreement.

- 1. The Client may submit to the Company any complaint by any of the below methods:
- a. Mail [2126, Amman 11941, Jordan].
- b. Email and other electronic channels approved the Company by [customerservice@ingotbrokers.com.jo].
- c. Personal attendance to the Company offices, whose address is mentioned in the Agreement, and to submit the complaint to [Complaints Monitoring Unit].
- d. To submit the complaint in the complaint boxes available at the Company offices, which address is mentioned in the Agreement.
- 2. The Company will deal with any complaint received via any of the aforementioned methods, within fifteen days of the date of the complaint receipt and fulfillment of its relevant documents; those fifteen days may be extended for another similar duration for one time depending on the complaint nature and pursuant to applicable regulations issued from time to time by Jordan Securities Commission and according to the terms and conditions of the Complaints Management Policy as amended from time to time and available on the Company's website.
- 3. The Company does not apply any financial fees for complaint submission.
- 4. In the event that the Client is not satisfied with the Company's response to the complaint, the Client shall have the right to resort to the Jordan Securities Commission or the competent Courts of Law.
- 5. By signing this Annex, the Client agrees to the terms and conditions contained therein.

The Company	The Client
Name:	Name:
Signature:	Signature:





# **Dynamic Leverage Terms and Conditions**

This document determines the terms of the leverage, and it is considered an addendum to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges between INGOT Financial Brokerage Ltd. (hereinafter referred to as the "Company") and the Client. Together with all the Company's legal documents, they form the totality of the agreement between us.

The Client hereby explicitly acknowledges and agrees that upon opening a trading account and approving the documentation and/or email and/or ticking in the relevant spaces, links, or buttons approving the relevant template as may be indicated by the Company, this expresses the Client's approval of the terms and conditions set below, which may be updated and changed from time to time at the Company's sole discretion.

The Client hereby acknowledges and agrees that upon opening a trading account, the leverage applied will be set per instrument according to the tier tables outlined in Clause 11 of these Terms and Conditions. In this case, the Dynamic Leverage is tiered based on the number of lots traded within each instrument category according to the tier tables below as clients open or close positions, their leverage will automatically adjust according to the relevant tier, therefore, the leverage may decrease in accordance with the terms herein. Should the Client wish to request a lower leverage hereinafter referred to as (the "Request"), this can be done by approving the documentation, sending an email, or selecting the relevant spaces, links, or buttons as indicated by the Company.

The Client consents to the Company's changes of the leverage of the trading account(s) associated with their account number(s), subject to the following Terms and Conditions (the "Terms"):

- 1. The Client consents to electronic communication in accordance with these Terms.
- 2. The Client acknowledges that the Company shall adjust the leverage granted to the Client in accordance with the Client's net open volume, as specified in the tables under these Terms. The Client is required to ensure that their account maintains the necessary conditions to prevent any adverse impact on their trades.
- **3.** The Client agrees that following their submission of the Request, the Company will act in a commercially reasonable manner to review the Request, but it shall not be bound to act or make any decision within any specific time. The Company may approve or reject the Request at its sole and absolute discretion.





- **4.** The Client understands that the Company's Terms and Conditions and all relevant policies and legal documents will continue to govern the accounts and trading activity with the Company, as amended and supplemented by these Terms.
- 5. The Client understands that it is his/her responsibility to ensure that the trading account is flat; he/she has no open positions (i.e., no live trades, stop orders, limit orders, or entry orders) at the time of processing. If the trading account is not flat and there were active trades, the Client understands that the positions may be subject to liquidation as the margin requirement would change.
- **6.** The Client understands that when they submit a Request to change the account's leverage, the level specified in the Request will apply to all instruments mentioned in the tables below according to the leverage tiers for each instrument as per the tables below.
- 7. The Client fully understands how orders are executed and has thoroughly reviewed the Risk Warning Disclosure, Financial Brokerage Agreement for the Account of Others in Foreign Exchanges, the Order Execution Policy, and the Company's legal documents displayed on the Company's website.
- **8.** The Client agrees that the Company assumes no liability for any consequences which may arise from processing the Request.
- 9. The Client accepts full responsibility and liability for the instructions given in the Request.
- 10. The Dynamic Leverage is also subject to the regulations of the Jordan Securities Commission, meaning that financial instruments specified with leverage not exceeding 1:100 cannot exceed this limit, even if they are considered Dynamic Leverage in relation to currencies and precious metals.
- **11.** The Client understands that according to the Company's internal policies and procedures, the Dynamic Leverage is processed based on the account's net open volume as set out in the tables below:

#### **FX Majors INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-250 lot	1:100
250.01-500 lot	1:50
500.01 and above	1:30





## **FX Minors INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-250 lot	1:100
250.01-500 lot	1:50
500.01 and above	1:30

## **Gold Spot (XAU) INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-150 lot	1:100
150.01-250 lot	1:50
250.01 and above	1:30

## **Silver Spot (XAG) INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-50 lot	1:100
50.01-100 lot	1:50
100.01 and above	1:30

## Spot DJ30 / S&P500 Indices INGOT Dynamic Leverage Tiers

Net Open Volume	Leverage
0.01-15 lot	1:500
15.01-75 lot	1:300
75.01-150 lot	1:200
150.01-300 lot	1:100
300.01 and above	1:50





# Spot ND100 / DAX40 / NKD225 / FTSE100/ CAC40/ ASX200 INGOT Dynamic Leverage Tiers

Net Open Volume	Leverage
0.01-30 lot	1:500
30.01-150 lot	1:300
150.01-300 lot	1:200
300.01-700 lot	1:100
700.01 and above	1:50

## **Spot XTIUSD / XBRUSD INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-15 lot	1:300
15.01-75 lot	1:200
75.01-500 lot	1:100
500.01 and above	1:50

## **Future Indices INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-50 lot	1:200
50.01-150 lot	1:100
150.01-250 lot	1:50
250.01 and above	1:20

## **Future WTI/ Brent INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-5 lot	1:200
5.01-25 lot	1:100
25.01-50 lot	1:50
50.01and above	1:20





## **Future Metals INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
0.01-5 lot	1:100
5.01-25 lot	1:50
25.01 and above	1:20

## **Mega Cap Stocks INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
1-100 lot	1:50
101-300 lot	1:20
301-500 lot	1:10
501 and above	1:2

## **Large Cap Stocks INGOT Dynamic Leverage Tiers**

Net Open Volume	Leverage
1-100,000	1:20
100,001-300,000	1:10
300,001 and above	1:2

The Company may amend the leverage criteria mentioned in the tables above at the Company's sole discretion. The Company will notify the Client of such change through the account portal or the website. In this case, the Client shall take the necessary actions to maintain his/her account's equity and trades.





- **12.** These Terms and Conditions comply with the legislation of the Jordan Securities Commission, and adjustments may be made to meet the new regulatory requirements.
- **13.** The Client acknowledges that leverage is a double-edged sword that can dramatically amplify losses and that leveraged trading carries a high level of risk and is not suitable for all investors.
- **14.** The Client agrees that the Company assumes no liability for any consequences that may arise from approving the leverage, and the Client accepts full responsibility and liability herein.
- **15.** The Client agrees not to hold the Company liable for any consequences incurred due to leverage adjustments, the Client's account's monitoring obligations, or trading decisions. It is the Client's sole responsibility to monitor their trading account and leverage levels actively.
- 16. Any misuse or abuse of leverage, as determined by the Company at its sole discretion, will result in the immediate adjustment on the account's leverage ratio, as the Company deems necessary. The Company may also deduct any benefits gained through such misuse. The Company reserves the right to terminate the Client's account if deemed necessary.
- 17. The Client understands that these Terms do not impact the Company's rights under the Client Agreement, including the Company's right to change leverage requirements as per the terms of the mentioned Agreement.
- **18.** The Company shall have the right to terminate those Terms with or without a reason at any time upon providing the client with a two days' notice.







# **Trading on Leverage Acknowledgement**

In accordance with the provision of Article (16/3) of the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in force
I
I also acknowledge that I am aware of the process of dealing through financial leverage and the grave risks that I will be exposed to in the event of a loss, which the above-mentioned Company has informed me of.
Client's name:
Client's signature:
Date:
Client's copy

## INGOT Financial Brokerage Ltd.





Guiding Bulletin Issued by the Jordan Securities Commission Annex to the Agreements which Shall be Concluded with Clients Dealing in Foreign Stock Exchanges in Accordance with the Provision of Article (16/2) of the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in Force

#### Dear Investor:

This Guiding Bulletin aims to brief you about dealing with Foreign Stock Exchanges and risks related thereto. Therefore, please make sure to read this Guiding Bulletin carefully:

- 1. The legal instructions regulating your dealing with Financial Services Companies at Foreign Stock Exchanges shall be cited as the "Regulating the Dealing at Foreign Stock Exchanges Law" and the "Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges" approved by the Board of Commissioners decision No. (290/2019), dated November 27, 2019. You can review both documents on the Commission's website (www.jsc.go.jo).
- 2. You have to make sure the Company which you desire to deal with is licensed by the Jordan Securities Commission and is authorized to practice authorized Financial Brokerage activities.
- 3. The relationship between you and the Company shall be governed by an agreement, which you should thoroughly read and understand along with its provisions before signing.
- **4.** Make sure you have received a copy of the dealing agreement and its annexes.
- 5. Make sure that all fees and commissions charged on your dealings are documented in the dealing agreement or its annexes.
- **6.** Make sure that your buy and sell orders are executed promptly.
- 7. Make sure you thoroughly understand the Company's deposit and withdrawal policies and verify their execution promptly.

Client's name:	
Client's signature:	Client's copy
Date:	

INGOT Financial Brokerage Ltd.

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Building 5, Saeed Abu Jaber Street, Um Uthainah, Amman, Jordan





- 8. Prior to dealing at Foreign Stock Exchanges, make sure to identify the investing strategy you desire to adopt.
- 9. Make sure you understand the mechanism of registering purchased ownership whereas Article (1) of the aforementioned instructions allowed the registering of ownerships opened with the foreign broker under the name of the local broker and on behalf of its clients through what is known as "Omnibus Account," which can put your account at risk of seizure or foreclosure.
- 10. Be aware of the additional risks related to dealing at Foreign Stock Exchanges, for example:
  - Foreign broker bankruptcy risks.
  - Exchange rate risks.
  - Political and legislative risks related to these markets.
  - Slippage-related risks.
- 11. Make sure you close all your opened positions before the end of the last trading day of the week as a precaution against any slippage-related risks.
- 12. Avoid investing funds you are in need of at the time of investing, considering you might lose said funds.
- 13. Use leverage trading wisely, as it is a two-edged sword with an equal chance of doubling your money or losing it.
- 14. Make sure you fund your account constantly to evade having your opened positions automatically closed in the event of reaching the margin call specified in the dealing agreement or its annexes signed by you and the Company.
- 15. Make sure you are aware of the Company's policy regarding Spreads as specified in the dealing agreement or its annexes signed by you and the Company.

Client's name:	
Client's signature:	Client's copy
Date·	





## The Agreement and the Guiding Bulletin **Acknowledgment and Commitment**

With reference to the agreement of Dealing at Foreign Stock Exchanges signed by myself, with Messrs. INGOT Financial Brokerage Ltd., I,....., hereby confirm that I have read the Instructions of Regulating the Dealing of Financial Services Companies at Foreign Stock Exchanges in addition to the Agreement provisions and its amendments and the Guiding Bulletin issued by the Jordan Securities Commission and that I have obtained a copy of the said documents; moreover, I hereby undertake to comply with the regulations in force and any amendments thereof issued by the JSC Board of Commissioners and to adjust my situation accordingly.

Client's name:
Client's signature:
Date:

Client's copy





## **Risk Warning Disclosure**

This brief disclosure clarifies some of the risks that may be associated with trading in foreign markets, so we advise you to read this disclosure carefully before opening a trading account with INGOT Financial Brokerage Ltd, emphasizing that this disclosure does not include all risks but rather clarifies part of them.

The risks set forth in this disclosure include, without limitation, the important aspects of trading in futures investments, options, commodities, contracts for difference (CFDs), currency exchange and other financial transactions. Considering the risks, the client should carry out these transactions only if they understand the nature of the contracts they intend to enter into and the extent of their exposure to risks, because trading in these contracts is not suitable for many and it is possible for the client to lose the entire deposited capital or more. Therefore, the client should not deposit funds that they cannot afford to lose, and you should, in the light of your experiences, goals, financial resources and other relevant circumstances, conduct a careful study to ascertain whether or not trading is suitable for you.

## 1. Margin Trading:

When investing in foreign markets, transactions involve a high degree of risk, and one of the most common of these risks is the use of margin trading, where big and large transactions are carried out with small cash amounts compared to the size of such trading and thisas a result will lead to the account being affected by any market movements, no matter how small, in proportion to the funds that are deposited or that funds the client should deposit; therefore, the client may incur a complete loss of the margin funds or any additional funds deposited with the Company to maintain their financial position.

## 2. Price Volatility:

Prices in foreign markets are subject to volatility, especially at times when prices fluctuate and become overcrowded due to the large number of orders issued by clients or the lack of orders and liquidity in the market, so it may be difficult to determine the risks that the client may be exposed to; the price and value of any of the securities may fall as well as rise.

#### 3. Contracts for Difference:

- Trading CFDs involves high risks, especially if the trading is based on margin financing; in this case, the client may be requested to strengthen their financial position by depositing cash, and if they are not able to do so, then they will be subject to a large loss.
- If the client is not able to strengthen their financial position by depositing cash, this will lead to the closure of some open financial positions, the inability to open new financial positions and/or extending the open financial positions.







## 4. Options Contracts:

- Trading in these contracts involves high risks, and traders in those contracts must be aware of the type of option to avoid the loss of the investment value in the event that the value of the contracts is not increased and the share premium and associated costs are not taken into account.
- The trader in these contracts must be aware that when exercising the option right, this may lead to either a financial settlement or the receipt of the main benefit from it. In the latter case, the trader must be aware that if the option is not fully covered, the risk of loss may be expected, as the client may sometimes have to bear the risk of losing the share premium and transaction costs.

### 5. Stop-Loss Orders:

- Stop-loss orders are designed to limit losses, but in many cases, they may not be effective because those orders cannot be executed due to market conditions at the time. Therefore the client may turn to use different strategies to stop losses other than stop-loss orders.
- Prices on the platform are merely indicative and may differ from international markets, albeit slightly.
- 6. Price gaps during weekends and daily market stops, as well as when regular or sudden economic reports are issued, or any other reason that would cause major changes in the markets, which leads to making a big difference in prices, which leads to the inability to carry out orders within that gap.
- 7. The most important things to know before trading:
  - The client should be aware of the terms, conditions, and obligations of the assets that can be traded by the contracting Company, as the conditions and types of trading may differ from one contract to another, such as the difference in the duration of the exercise or delivery of any option.
  - The client should be aware that trading in any contract may be suspended due to emergency circumstances related to market conditions and/or the laws applicable therein, which may lead to the impossibility of liquidating the client's financial position within the period of these circumstances.
  - The client must inquire about all commissions, charges, and other fees that they must pay when investing in foreign markets.
  - The client must be aware of the different rules governing the various foreign markets, which leads to different rules regulating the invested (traded) contracts.
  - The client must know the risks associated with trading and online and smart applications trading because they depend entirely on the technical aspect, which may be subject to sudden interruptions as a result of malfunction, maintenance, and/or hacking.





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## **Client's Declaration:**

The client hereby declares that they read the risks associated with trading in foreign exchanges and are aware of the high risks associated with trading in financial instruments; moreover, the client declares and confirms that they read and understood the Risk Warning Disclosure in full.

Client's Name:
Date:
Signature:





## **Limited Power of Attorney**

Client/Company Name:
Account/s No.:
In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and INGOT Financial Brokerage Ltd (the "Company") on(the "Agreement");
I, the undersigned,
I also hereby authorize the Company to accept orders from the authorized Representative in

relation to all aspects related to the instructions carried out on my account; moreover, the Representative is authorized to act on my behalf in issuing orders/instructions on my account in the same manner and with the same effect as if those instructions had been issued by me in relation to those accounts in accordance with the provisions of the Agreement.

The authorized Representative shall not withdraw or instruct to pay any amounts payable or receive any deliverable property in connection with the transactions carried out on my account to any other person except as provided for in this authorization. The Representative also has no right to change the provisions of the agreement in any way.

The authorization given under this document shall not restrict or limit any other authorization executed under the Agreement or any other agreement entered into between the Company and me from time to time. The authorization given under this Agreement shall include the Company and any of its successors or assigns.

The authorization given under this document shall have continuous effect and shall remain in force unless and until I cancel the same through a written notice to the Company; moreover, this notice of cancellation shall not be effective until actually received by the Company at its offices located at the address indicated in the Agreement or at any other address declared by







the Company in writing for that purpose; this cancellation shall not affect any orders to carry out transactions made by my representative before the Company actually receives my notice of cancellation in the aforementioned manner. This does not relieve me of any obligations or liabilities arising from the transactions or my account in general.

I hereby represent and warrant to the Company that I have full legal authorities and (in case of a company) the powers and authorities to enter into, give and execute this authorization and the power of attorney for such Client's orders, and (in case of a company) it has been duly authorized and executed by me.

The Representative is not entitled to delegate others under this authorization.

Client/Company Name:	
Date:	
Signature:	





# **Know Your Client**

(KYC)

Personal Information								
Name:								
Place of Birth and Dat	te:	in			Gender:	Female Male		
Social Status:		Single	Marri	ed D	ivorced	Widowed		
Educational level:		High School Diploma Bachelor's  Master's Ph.D. Other						
Nationality:								
National Number (Jor	rdanians):							
Passport Number (No	on-Jordanians):							
Residency:		Resident	Non-reside	ent (Country of Res	sidency)			
			Address	and Cont	act Info	rmation		
Country:			City:			Area:		
Street:			Building Number:			Rental	Owned Property	
Mailbox:			Zip Code:			E-mail:		
Home Phone:			Work Phone:			Mobile:		
Employment Details								
Public Sector	Employee	Business	Owner	Private Sector Emp	bloyee	Student		
Retired		Housewif	e	Freelancer	[	Merchant		
Other								
Job Title:		Employe	er:		Company Activ	vity:		
Company Address:								

#### INGOT Financial Brokerage Ltd.

- Building 5, Saeed Abu Jaber Street, Um Uthainah, Amman, Jordan





Estimated Annual Income			
Less than \$75,000	\$150,000 - \$75,000	More than \$150,000	
	Estimated Net Worth		
Less than \$250,000	\$250,000 - \$500,000	More than \$500,000	
Source of Fund			
Salary Inheritance	Savings Investments Grant Gift	Loan Pension From Family	
Purpose of Transactions	Speculation Hedging Investment	Risk Management Diversification	
Investment purpose	Short term Long term		
Investment Experience Level			
Not experienced	Less than 3 years	More than 3 years	
Estimated Monthly Trading Volume (Number of Contracts)			
Up to 50 contracts	More than 50 contract		
	Estimated Monthly Positions (Number of	of Positions)	
Up to 50 positions	More than 50 positions		

## INGOT Financial Brokerage Ltd.





Real Beneficiary			
I declare that I am the real beneficiary of the account and that I have read and understood all the terms of the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges and its annexes.			
I also hereby certify that all the information mentioned here is true and accurate, and I hereby relieve INGOT Financial Brokerage Ltd. (hereinafter referred to as "the Company") of any responsibility and/or liability whatsoever that might occur or result from the inaccuracy and/or incorrectness of such information.			
I hereby accept any decision by the Company in the event of it finding out that any of the information mentioned in this disclaimer is incorrect, untrue and/or inaccurate, including closing my account at INGOT Financial Brokerage Ltd. without any liability whatsoever towards the Company.			
I am the real beneficiary I am the entrusted, and the real beneficiary's name is			
Politically Exposed Persons			
I hereby certify that I am not a Politically Exposed Person ("PEP") as defined in the applicable Anti Money Laundering and Counter-Terrorist Financing laws and regulations, as I do not occupy any high position within or outside Jordan, and I am not among political, governmental, judicial or military personnel, nor am I an employee of executive positions in any government-owned company, chief of any political party or have any prominent, high-level position in any international organization, such as manager, vice-manager, board member or any similar role. Additionally, I am not a relative of any of the aforementioned persons or their families, nor a close person to any of them.			
Yes, I am not a politically exposed person  No, I am a politically exposed person (state political position)			
US Citizenship			
I hereby certify that I am not a US citizen nor qualified for US citizenship.			
Receiving Phone Calls			
I have no objection to receiving a phone call from the account administrator to complete the account opening procedures.			
Company Use			
The identification papers necessary to open the customer's accou  nt have been completed on the date of			
Name and signature of the client Name and signature of the account opening officer Signature of the compliance officer			

## INGOT Financial Brokerage Ltd.

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■ www.ingotbrokers.com.jo

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The Client hereby understands the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges in addition to the other Legal Documents made available to the Client on INGOT Financial Brokerage Ltd.'s website (together as the "Agreement") and consents and agrees to all of the terms and conditions of the Agreement set forth above. The Client acknowledges that trading in FOREX & CFD is speculative, and these are highly leveraged products which can result in losses that exceed the Client's initial deposit. These products may not be suitable for everyone, Client fully understand the risks involved and that Client shall seek independent professional advice if necessary.

I/We hereby confirm and accept the terms and conditions in this Agreement.

Full	Name
Date	٠.

