

TO BE SIGNED BY CLIENTS WHO OPT FOR THE GTN FRANCHISE (GTNF) PRIOR TO ACCESSING THE GTN:

MUBASHER BROKERAGE SERVICES AGREEMENT

**(GTN FRANCHISE ADDL. TERMS & CONDITIONS -
APPENDIX 1)**

(FOR INSTITUTIONAL CLIENTS)

**MUBASHER FINANCIAL SERVICES (DIFC)
LIMITED**

**OFFICE 303, LIBERTY HOUSE, DUBAI
INTERNATIONAL FINANCIAL CENTRE, DUBAI,
UNITED ARAB EMIRATES**

APPENDIX 1

GTN FRANCHISE ('GTNF') – ADDITIONAL TERMS AND CONDITIONS (GTNF AGREEMENT)

Account No:

Name of Account Holder:

This GTNF Agreement is entered into as of between Mubasher Financial Services (DIFC) Limited and the(the client) and forms part of the Mubasher Brokerage Services Agreement dated..... (Master Agreement) therefore in the absence of provision in this agreement the provisions of Master Agreement will apply.

The specifications of the components of the GTNF licensed to the Client are described in Schedule 1.

1. License and Access:

- i. In consideration of the receipt of payment of the Charges specified in Schedule 2, MFS grants the Client a limited, revocable, non-exclusive and non-transferable license to use the GTNF, and to permit its clients to access the GTN by using the GTNF subject to the terms and conditions of this Agreement and the end-user Agreements embedded in the GTNF. The Client shall not distribute, assign or transfer the rights granted by MFS to the Client under this Agreement to any third party.
- ii. **Login Credentials:** The Client and its end clients will be provided login credentials by MFS to enable them to execute orders via the GTNF subject to prevailing markets conditions and applicable laws and exchange rules and regulations. The Client shall be fully responsible to safe-keep its login credentials and any login credentials provided for its end clients to grant access to the GTNF. The Client shall be liable for settlement of all trades executed through the use of the login credentials to the GTNF as provided by MFS.
- iii. The monthly minimum net revenue generated by trading using the GTNF will be calculated in the manner described in Schedule – 2 forming part of this Agreement. The current applicable Exchanges' Per User Fees List (per user per month) will be sent by MFS to the Client on a monthly basis. These charges may be amended by the exchanges at their discretion and such amended charges will be applicable upon notification by the exchanges with regard to such amendments.
- iv. The rights granted herein shall automatically stand cancelled or revoked on earlier termination or expiry of the term of the Master Agreement.
- v. MFS at its discretion will maintain the GTNF to be in line with latest technologies and features in the brokerage industry to maintain competitive advantage for MFS's clients.
- vi. MFS is committed to provide operational support related to the Client and its end clients for electronic credit of corporate actions, electronic credit of dividends and bonuses, capital call beside the technical support at no cost. However,
 - a. MFS reserves the right to review and impose any charges in the future with two (2) weeks prior notice of such imposition to the Client; and
 - b. MFS reserves the right to impose charges for all manual corporate actions processing.

MFS Initials

Client's Initials

2. Intellectual Property Rights:

- i. The Client accepts and confirms that the Intellectual Property Rights (IPR) in the GTNF, and related documentation, the theme, design or work of art developed by MFS and all other intellectual property rights or similar rights of whatever nature now or hereafter arising shall remain the exclusive property of MFS and that the Client has no express or implied rights to the GTNF. The Client agrees not to remove, suppress or modify in any way any proprietary marking/s, including any of MFS's trade marks or copyright notices, on GTNF solutions which are visible during the operation or which is on its carrier medium or on any Documentation. The Client shall not acquire any rights, title or interest in MFS's trade marks other than the rights to use in accordance with this Agreement.
- ii. The Client shall not and shall also not permit any third parties to copy, alter or modify any component of GTNF, or attempt to reverse engineer it directly or indirectly for any purpose including error correction. The Client shall take such degree of care, precaution and safeguard to protect the IPRs of MFS to the extent and manner that the Client would have done had it been his own.
- iii. The Client shall not do any modifications to/ or tamper with/ or manipulate the GTNF in any manner and agrees to indemnify and hold MFS harmless in the event of any losses due to such unauthorized changes made by the Client.

3. Maintenance

The operation of the GTNF will be suspended outside trading hours in order to perform the routine maintenance and MFS will use commercially reasonable efforts to inform the Client in writing or by electronic method at least 24 hours prior to such suspension provided the scheduled suspension is of more than 30 minutes. It may also be required to perform unscheduled maintenance due to various emergencies in order to maintain good working order, upgrading or other reasons that MFS shall deem relevant at its sole discretion.

4. No Warranty or Representation

MFS, its business partners or any service providers make no warranty, representation or other assurance either express or implied that the GTNF is correct, accurate or reliable and its use for the intended purpose. In the event of a system delay or failure or if the Client has queries concerning its order then the Client is advised to contact MFS over alternative means.

5. Modifications, Suspension or limitation of access to the GTNF

MFS reserves its rights to modify the functionality, content, templates (for emails, customer statements or any other), appearance of the GTNF, and configuration at its sole discretion during the term of this GTNF Agreement. For any such modification, MFS shall have the right to limit the access to or suspend the Client's trading via the GTNF with 3 days' prior notice to the Client. All modifications will be done outside of regular trading hours.

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6. Promotion and Marketing

The Client shall take all necessary steps to promote and market the GTNF to its current clients and other prospective clients. MFS and the Client will mutually agree on the rates to be charged to the Client's clients for the use of the GTNF and the real time market data. The Client shall not use any of MFS's Trademarks without the prior written consent of MFS.

7. Co-Branding

MFS agrees to co-brand the Client's trading frontends subject to exchange and regulatory approval. The Client acknowledges that all co-branding has to be approved by the relevant exchanges and subject to change at the discretion of the exchange. MFS reserve the rights to change co-branding at any time in case co-branding guidelines are changed by an exchange or a regulator. The Client agrees to grant MFS a non-exclusive, royalty-free license to use the Client's Trademarks or other proprietary marks or information for the purpose of carrying out any co-branding if required by the Client.

8. Service levels

MFS agrees to ensure that the GTNFS offered by MFS will operate during market open hours and provides an uptime guarantee of 98% on an annual cumulative basis.

9. Business Continuity Planning and Disaster Recovery mechanisms

MFS undertakes to have in place required Business Continuity Planning and Disaster Recovery mechanisms to ensure minimum service levels are maintained even during disruption to primary systems/operations.

10. Acknowledgements

- a. The Client acknowledges that online trading programs through the internet are exposed to interruptions and failures for various reasons and the GTNF may also be exposed to such too. Accordingly, MFS will not be held responsible for any losses or damages incurred by the Client or its customers for interruptions or faults in the GTNF during the Term of the Master Agreement.
- b. The Client also acknowledges that there are inherent risks in using online trading solutions and MFS will not be liable to the Client or its end clients or any other person for any losses incurred by the Client due to :
 - i. acceptance by MFS of any orders and instructions, which appear to be authorized orders from the Client, but subsequently found to be unauthorized orders.
 - ii. Client's failure to use the GTNF in accordance with instructions provided by MFS.

11. General Contact details:

MFS and the Client will share all service related concerns and resolutions with their respective Point-Of-Contact (POC) as given in Schedule 3.

Signed for & on behalf of Mubasher Financial
Services (DIFC) Limited

Signed for & on behalf of the Client

Signature
Name:
Title:

Signature
Name:
Title:

**SCHEDULE 1 (FORMING PART OF APPENDIX 1 OF THE MASTER AGREEMENT) - COMPONENTS OF GTNF
PROVIDED TO THE CLIENT:**

Specifications:

GTNF contains following standard components and features and subject to change at the discretion of MFS.

1. Customer online trading frontends on web, mobiles and tablets including but not limited to below features;
 - a. Market data (subject to end user fees)
 - b. Historical and intraday charts
 - c. News and exchange announcements
 - d. Trading – new orders, amend, cancel, real time order list
 - e. Pre trade risk management
 - f. Real time Account/Portfolio information
 - g. Order search
 - h. Online Statements
 - i. Update information – Email, Mobile, Address, Change Password
2. FIX Interface:
3. The following Additional facilities will also be provided to the Client subject to payment of additional charges:
 - a. the facility to send trade confirmation via email and SMS.
 - b. the facility to send OTP via SMS .

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SCHEDULE 2 (FORMING PART OF APPENDIX 1 OF THE MASTER AGREEMENT) – FEES AND CHARGES:

GTNF is provided to the Client subject to following financial considerations;

1. One time set up fee – US\$ _____. 50% payable on signing the GTNF Agreement and the balance payable on go live of GTNF.
2. Minimum commitment – US\$ _____ per month net commission to MFS. Net commission defined as commission earned by MFS and computed after deducting executing broker cost, exchange fee, taxes, stamp duty, custody fees and any other cost or discounts associated with the trade.
3. Variable exchange fees – End user fee imposed by exchanges for accessing real time market data will be passed on to the broker at actual cost. These fees are deducted from the trading accounts in advance.
4. Brokerage - MFS and client will mutually agree on competitive execution fees to be charged to customers.
5. Re-vendor fees - if certain exchanges require the client to pay re-vendor fees in order to co-brand the trading frontends client is liable to pay the fees as required by the exchange

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**SCHEDULE 3 (FORMING PART OF APPENDIX 1 OF THE MASTER AGREEMENT) – GENERAL POINTS OF
CONTACT BETWEEN MFS AND THE CLIENT:**

Position	Name	Tel. Number – E-mail
MFS - Point of contact		
Client - Point of contact		

Any changes to POC details of either party will be intimated to the other party immediately.