

AGREEMENT TO OPEN ELECTRONIC TRADING ACCOUNT

It was agreed on the following terms and conditions between :

1) _____ (the Customer), Holding ID/Passport/CR
No. _____ and having address at _____

And

2) Horizons Capital Markets Co. SAOC – (the Company)
P.O. Box 685, P.C. 115 MSQ, Sultanate of Oman

Introduction :

The Company shall provide through this special agreement trading services in Muscat Stock Exchange via the internet and mobile application. The Company shall provide the customer with a unique password to access the system and trade.

Agreement Terms and Condition :

1-Order:

- 1-1 Orders Placing: by placing an order through the electronic systems, the customer accepts unconditionally and irrevocably the resulting executed deal with the security market and deliver any documents and to pay or receive cash amounts and to take any decision that may be deemed necessary or appropriate by the Company in order to give effect to the deals assumed by virtue of the execution of the order.
- 1-2 Order means: Orders shall be sent to the trading system of Muscat Stock Exchange (MSX) directly through the Company's systems.
- 1-3 Purchase of Securities: The Customer shall be responsible over all of his/her orders and can only buy within the amount available in his/her account at the time of entering orders.
- 1-4 Receipt of Orders: The subscriber shall acknowledge that the time limit when he/she is allowed to send trading instructions to the company are the ordinary trading hours, and any applications sent to the company after the ordinary trading hours or in the public off days shall be inconsiderable and shall have no legal effect upon the Company until the first working day after such off day.

2- Risks: the customer shall acknowledge that he/she accepts all the related risks of these services such as:

- Risks related to a trouble in the trading system, delays in the execution, or while placing orders in the market or loss of orders through communications.
- Risks related to the loss of password or the use of password by unauthorized third party.
- Refusal or negligence of the order by the market or by the Company.
- The securities risks related to the breach of system by the computer pirates or any third Party.
- Risks of the possibility that Customer's system may not suit the trading system.
- Risks of deliberate recurrence of the given order via the system by the Customer.
- Risks related to computer viruses on the part of the service supplier or the Company's system or the system of the Customer.
- Any risks related to another system not mentioned above and which may be detected usually by internet technicians.

In case of an internet interruption or another trouble, it is kindly requested to send the orders via the usual means to the Company in order to complete the process successfully.

3- Determination of the Company's Responsibility :

- The Company, any other subsidiary Company or any of its officials, employees or agents shall not be held responsible towards the Customer for any losses, damages, costs or other liabilities incurred by the Customer due to his/her use of the electronic trading system provided by the Company, which shall include but not limited to:
 - The intervention or breach of system by computer pirates or by any third party resulting into the modification or submission of the Customer application on a false basis, and all the orders submitted by having access to the system and the Customer's password shall be deemed binding and final and the Company shall not bare any compensation responsibility thereof.
 - The Customer alone shall be deemed responsible over the use of his/her password and shall incur all the liabilities resulting from the loss thereof or the use thereof by third party or by persons not allowed thereto- or as a result to any trouble in the trading system such as the inactivation of programs or troubles on the part of the service supplier or virus attack or any other accidents that may lead to a delay or failure in the execution, modification, termination or loss of an order through communication.
 - If the Customer doubts that somebody is manipulating their accounts through the service or that the user name and the password were known by a third party, they shall inform the Company immediately thereof, and confirm the same in written, and the Customer shall remain responsible over all the amounts and any other obligations resulting from the use of their user name and password until the end of the day when the Customer delivers the written notice to the Company.
- The Company shall reserve the right to refuse any order if it interprets it as being inappropriate, liable to expose the Company's financial position to danger or as being in contradiction with the laws and regulations of the Capital Market Authority and Muscat Stock Exchange.

4-Other Terms and Conditions:

- The Company has the right to withdraw, cease or ban the service temporarily for accidental circumstances without giving a prior notice to the Customer while the Company shall assume no legal liability against the same.
- The books, registers and documents of the Company and its other documents executed under the present agreement shall be deemed as strong evidence and shall be relied on in solving any dispute related to figures, transactions, data, expenses, fees, documents, instructions or any other affairs which constitute a dispute between the Customer and the Company.
- Both the Customer and the Company may revoke the subscription to the service. However, if the Customer wishes to revoke the subscription, he/she is obligated to submit a written request therefore.

5-Term and Termination of the Agreement:

5-1 The term of this agreement shall be for one year from the date of acceptance and submission of the application with all supporting documents and shall be automatically renewed until it is terminated.

5-2 This agreement may be terminated by either party:

- a) On 14 days written notice to the party
- b) Immediately upon a breach of the provision of this Agreement by the other party

6-Applicable Law and Specialized Courts:

The agreement shall be governed and construed by the laws of the Sultanate of Oman. The parties agree that the courts of the Sultanate of Oman will be the exclusive Jurisdiction when dealing with any dispute, settlement, or claim which may arise.

7-Perusal of the Agreement Conditions:

The Customer shall acknowledge that he/she has read and understood the terms and conditions of this agreement and that he/she accepts and consents that it will rule and govern the relation between him/her and the Company.

In witness whereof the two parties have signed this agreement:

Customer Name :

Horizons Capital Markets SAOC :

Date :

Date :

Signature :

Signature :