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1. CUSTOMER AGREEMENT

This Agreement ("Agreement") governs the relationship between Customer and National Investments Co. K. S. C. (referred herein as "NICE360") located at Khaleejia Building, Al Mutnabhi Street, Sharq, State of Kuwait. If this Agreement varies from the NICE360 website, this Agreement controls. This Agreement cannot be amended or waived except in writing by a NICE360 officer. Customer Service employees cannot amend or waive any part of this Agreement. Customer acknowledges that NICE360 may modify this Agreement by sending notice of the revised Agreement by e-mail or upon Customer log-in. Customer's use of NICE360 after such notice constitutes acceptance of the revised Agreement.

2. DEFINITIONS

The terms set forth below have the following meanings as used in the Agreement:

- I. **Access Device** means a computer, a personal digital assistant (PDA), television, telephone or any other communications device, including any software used on such device that permits me to access and use the services provided in NICE360.com's website.
- II. **Account Application** means the application prepared and submitted by me to open an account with NICE360, and as part of which the terms and conditions of this Agreement are consented to, including all information provided be me to NICE360 in connection with the opening or maintenance of the Account, and any later applications submitted to NICE360 for additional services or account features.
- III. **Account holder** shall mean the person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The mention of singular of Account holder where appropriate shall include the plural.
- IV. **Account** means one or more accounts now or hereafter opened by me in my name together with others with NICE360 and/or any Account in which I have a beneficial interest.
- V. **Affiliate** means any person or company in common control with or under the control of NICE360 or any wholly owned subsidiary of NICE360.
- VI. **Authorized agent(s)/Adviser(s)** refers to any person or entity selected by me to provide instructions to NICE360 with respect to investment or trading activity in my account, including buying, selling or exchanging securities or other products in my account.
- VII. **Available Funds** means the sum of any Cash Balance, bank sweep deposit accounts, the value of any money market funds and any available margin in my account less funds needed to pay for unsettled purchases or open orders, and less un-cleared credits and any Debit Balance.
- VIII. **Business Day** refers to all days of the week excluding stock exchange holidays for the respective exchange. Although NICE360 may conduct business on bank holidays, bank holidays are not considered Business Days for purposes relating to the Banking Services.
- IX. **Cash Balance** refers to the account balance representing money owed to me as a general obligation of NICE360. The Cash Balance is the sum of the un-invested cash in my Account less the following: (i) funds necessary to pay for purchase transactions due to settle on or after the date the Cash Balance is to be determined; (ii) charges to my Account, including Electronic Funds Transfer and wire transfer charges; and (iii) credit balances that are designated as collateral for my obligations to cover margin loans, short sales and/or option positions if any.
- X. **Customer Agreement** means this Agreement, which I agree to abide by when I open an Account, as it may be amended from time to time.
- XI. **Data Providers** refers to any exchange, organization, association or other entity that maintains or provides a marketplace or facility that performs functions commonly performed by a national securities exchange or association that otherwise disseminates information related to securities or other financial instruments, products or vehicles.
- XII. **Debit Balance** means an account balance representing money owed to NICE360.
- XIII. **Electronic Funds Transfer** means any transfer of funds that I initiate or authorize through an electronic payment system such as KNet etc.
- XIV. **Fiduciary** means a person or entity authorized to give instructions with respect to an Account on behalf of beneficial owners of the Account, including a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact or an investment adviser. A Fiduciary is bound by the provisions of this Agreement with respect to orders entered through the System to the same extent as the beneficial owners of the Account.
- XV. **Free-Riding** means using the proceeds of a sale of a security to meet the obligation to pay for the earlier purchase of the same security, and includes similar practices, such as improper options transactions in which proceeds of uncovered options writing are used to finance other stock or option positions in violation of the payment obligations in Regulation T of the Federal Reserve Board.
- XVI. **Good Delivery** means the delivery to NICE360 of freely transferable securities that are properly endorsed, registered and fully negotiable.
- XVII. **I, Me, My, Us** means the individuals, corporations or other entities who are the Account holders or who own a legal or beneficial interest in an Account and who has read and understood this agreement and signed the Customer Application form and/or clicked "I Agree" at NICE360.com in his own behalf or as an authorized representative.
- XVIII. **Margin Account** means an Account that allows me to make purchases and short certain securities using available cash and/or using funds or securities borrowed, while using marginable securities or cash as collateral for the credit.
- XIX. **Market Data** means Quotations, transactions and last sale information or similar market information disseminated by Data Providers, which might be the intellectual property of the relevant news and information services provider or third parties that provide such data to the relevant service provider
- XX. **Password** means any authentication device (including alphanumeric codes) associated with my User ID that NICE360 requires for access to my Account (or certain Account features) through the Service.

- XXI. **Trading PIN** means Personal identification number required as an authentication device and associated with my User ID that NICE360 requires for accessing certain services.
- XXII. **Restricted Securities** means securities owned by an affiliate of an issuer or subject to Rule 144 or 145(d) of the Securities Act of 1933 or any other rule relating to restricted or control securities, or securities owned under restricted transferability due to an agreement with the owner and the issuer or the underwriter.
- XXIII. **Securities and/or Other Property** includes cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, options and other financial instruments and related contracts, whether certificated or un-certificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by NICE360 or any of its affiliates, in the possession or control of NICE360 or in the possession or control of any such affiliate, for any purpose, in and for any of my current or future Accounts, including any Account in which I have a beneficial interest.
- XXIV. **Service** means the brokerage, financial and other services that NICE360.com may offer, including through electronic means.
- XXV. **Settlement Date** means the day on which a transaction is to be completed according to the respective Exchange rules. On this day, buyers are to pay for their purchases and sellers are to deliver their securities.
- XXVI. **Short Sale** means the sale of a security I do not own with the intention to settle with borrowed securities.
- XXVII. **User ID** means the authorization code associated with my account that uniquely identifies me for purposes of the Service.
- XXVIII. **We, us, our or ours** refers to NICE360 or NIC.

3. ACCOUNT PROVISIONS

a) *Ownership and Information*

- I. The Account Application submitted by me is incorporated by reference and made a material and integral part of this Customer Agreement and
- II. The information I have provided on my Account Application is current, accurate, truthful and complete. I agree to notify NICE360 of any change to the information I provide on my Account Application promptly within TEN (10) days of such change. I agree to indemnify and hold NICE360 and its affiliates harmless from and against any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, "Losses") arising out of or relating to my failure to provide true and accurate information on my Account Application or to update such information as required. I further represent that no one else has an interest in my Account except me and any other person that I have previously disclosed to NICE360 through the Account Application or otherwise in a manner specified by NICE360.

b) *Fees, Commissions and Account Minimums*

- I. I agree to pay brokerage commissions, charges and other fees promptly as set by NICE360 from time to time as well as any applicable taxes applicable to my Account and the transactions and services I may receive and authorize NICE360 automatically to debit my Account for all such amounts. I understand and agree that positions will be liquidated by NICE360 if commissions or other charges cause an account debit balance.
- II. NICE360 may require me to make a minimum payment to activate an Account and to maintain a minimum balance in the Account thereafter. If my Account's value falls below the minimum balance or my Account is inactive, NICE360 may charge additional fees as decided from time to time or, if it deems appropriate in its discretion, close my Account.
- III. I understand that the Information regarding the following NICE360 charges will be published on NICE360 website and will be updated from time to time without prior notice to me.
 - 1. Trading Fees and Brokerage Commission
 - 2. Minimum balance in the account and related fee
 - 3. Credit and debit interest
 - 4. Any Other charges
- IV. NICE360 may modify the structure of any fee or charge at any time by posting a modified schedule on the NICE360 Web site.

c) *Account Types*

- I. Unless I indicate on my Account Application that I desire margin privileges, NICE360.com will, at its discretion (unless otherwise required by law), treat my Account Application as a request to open a Non-Margin Account. NICE360.com reserves the right to limit the number of Cash and/or Margin Accounts I maintain (or have a beneficial interest in) at any one time. Permitting Margin accounts is subject to the legal and market requirements for respective markets offered by NICE360.

d) *Joint Accounts*

- I. Unless otherwise indicated, if there is more than one account holder, I understand that NICE360 assumes the ownership of account as joint tenants with rights of survivorship. Each joint account holder agrees that each joint holder has authority, without notice to the other, to deal with NICE360 as if each joint holder was the sole holder.
- II. Each joint account holder agrees to be jointly and severally liable to NICE360 for all account matters or otherwise relating to the Account and for all obligations arising under this Agreement. All Joint Account holders agrees that notice provided to any one Account holder will be deemed to be notice to all Account holders for all purposes. NICE360 may follow instructions of any joint holder and make delivery to any joint account holder individually of any account property. If NICE360 receives instructions from any Account holder that, in NICE360's opinion,

conflict with instructions received from any other Account holder, NICE360 may comply with any of these instructions or advise each Account holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account holders.

- III. In the event of a dispute between or among Account holders of which NICE360 has notice, NICE360 reserves the right, but is not obligated, to place restrictions on an Account until NICE360 actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account holders. In such a case, all Account holders remain liable for any pending amounts that have not yet cleared at the time of the restriction.
 - IV. Each of us agrees that, on the death or disability of an Account holder, divorce of married Account holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account holder(s) will immediately give NICE360 official written notice of such change of ownership or capacity. NICE360 will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Account holder or incapacitated Account holder before NICE360 actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, NICE360 may require additional documents and reserves the right to retain such assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account holder and the estate of any deceased or incapacitated Account holder will remain jointly and severally liable for any Losses in the Account arising out of or relating to transactions initiated before NICE360 actually received and had a reasonable amount of time to act on such official written notice.
- e) *Holder Privileges*
- I. I understand that there may be owners who are users and users who are no owners of the account. I understand that the privileges assigned to additional / joint users are decided upon by the initial user of the account. I hereby agree not to hold NICE360 responsible for any abuse of privileges granted to various users of the account. NICE360 is under no obligation to verify the privileges assigned to a user of my account and in case of any dispute the conditions mentioned under "Joint accounts" shall apply.
- f) *Restrictions on Account Services*
- I. I understand that NICE360 may suspend or freeze any privileges of my account or may place trading, disbursement, service or other restrictions on my Account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, a Debit Balance or margin deficiency in my Account, or in the event of a dispute between joint Account holders or freeze or liquidate funds or assets or may utilize any of the remedies in this Agreement for a "Default" if, in its sole discretion, believes that a Customer account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise). I understand that NICE360 may be required to liquidate or close out Securities and/or Other Property in my Account to satisfy any such court order, garnishment, tax levy or other legal obligation. NICE360 will not be held liable for any Losses that arise out of or relate to any such transaction and I agree to indemnify and hold NICE360 and its affiliates harmless from and against any Losses they may incur in taking such actions.
 - II. Overselling in a Cash or Margin Account is an impermissible short sale and may result in my Account being restricted.
- g) *Termination of Accounts*
- I. I may close my Account at any time, on written notice to NICE360 after all Debit Balances are paid. NICE360 reserves the right to terminate my Account or to block my access to the Service without notice, for any reason or for no reason. The terms and conditions of this Agreement will survive termination of my Account and will continue to apply to any disputed or other remaining matters involving my relationship with NICE360. After the termination of my Account, I will remain liable to NICE360 for payment of any indebtedness or obligation to NICE360, plus interest as provided under this Agreement.
- h) *Transfer of Accounts*
- I. NICE360, upon receiving any transfer instructions in good order from me to initiate a transfer of the Securities and/or Other Property in my Account to an account I have established with another broker-dealer, will, so far as permitted by law and other statutory bodies including exchanges and clearing houses, take all possible steps to carry out the necessary steps to complete the transfer.
 - II. NICE360 may, under certain circumstances, reject the transfer request before or after initiation and I will be notified of any such rejection electronically, by telephone or otherwise.
 - III. NICE360 is not liable for any Losses I may sustain in connection with the Securities and/or Other Property in the Account between the times that it decides to reject a transfer request and my receipt of notice of the rejection.
 - IV. A transfer request cannot be amended or canceled after NICE360 receives and initiates the transfer or rejects the same.
 - V. Unless indicated otherwise in my transfer instruction, I authorize NICE360 to liquidate any positions in nontransferable assets, deduct any Debit Balance, cancel or instruct to cancel all open orders for my account and transfer the resulting balance.
 - VI. If I arrange for a transfer to be directed to my NICE360 Account by contacting the delivering firm directly, I agree to indemnify and hold NICE360 and its affiliates harmless from and against any Losses arising out of or relating to:
 1. any erroneous, mismatched, or incomplete identifying information on a transfer and / or

2. any transfer for whom NICE360 is in compliance with applicable self-regulatory requirements dealing with account transfers.

4. MARGIN ACCOUNTS

a) *General*

- I. I understand that when I trade on margin, I am borrowing money or securities from NICE360/Broker. I also understand that while trading on margin may present a greater opportunity for profit, it also presents a higher degree of risk. I agree to carefully consider whether trading on margin is suitable for me in light of my financial resources, objectives and other relevant circumstances.
- II. A Margin Account allows me to borrow money or securities from NICE360/Broker using acceptable securities or cash as collateral for the loan on the terms contained in this Agreement and in accordance with all applicable laws and regulations. For NICE360's protection, NICE360 reserves the right, at any time and without prior notice to me, to impose stricter requirements on permitted stocks, margin requirements etc. than those imposed by Governmental / Legal bodies or applicable exchange or other rules, or to refuse to permit trading on margin. NICE360's margin terms, policies and procedures are subject to change without notice.
- III. I acknowledge that I am aware of the risks associated with margin trading and the fact that all margin loans are fully callable without notice. I agree to immediately satisfy all margin and maintenance calls, failing which, NICE360 reserves the right to take necessary action as it deems fit.

b) *Collateral; Liquidations and Covering Positions*

- I. NICE360 may require me to provide additional collateral and/or may liquidate positions in my Account for any of the following reasons:
 1. if the value of my account equity falls or if the initial equity requirement is raised;
 2. if I fail to promptly meet any call for additional collateral;
 3. if I indicate to NICE360 that I do not intend to meet a call for additional collateral;
 4. if I file a petition in bankruptcy or if such a petition is filed against me;
 5. if I seek or acquiesce to the appointment of a receiver;
 6. if an attachment is levied against any of my Accounts or any Accounts in which I have an interest;
 7. if I die; or
 8. Any other circumstances which in NICE360's opinion warrants such actions.
- II. NICE360 is not obligated to notify me when a call is due and can liquidate or buy any security to cover positions at any time without demand for additional funds, even if I have notified NICE360 that I will be providing additional collateral for my Account. NICE360 can liquidate any and all Securities and/or Other Property in my Account whether carried individually or jointly with others. NICE360 can buy and sell securities or other property that may be short in such Accounts, or cancel any open orders. Any prior demand or notice will not be deemed a waiver of NICE360's right to take these actions. I understand that, in all cases, I will remain liable for any Losses in my Account.

c) *Loan or Pledge of Securities*

- I. I authorize NICE360 to lend, either to itself or to others, any Securities and/or Other Property held by NICE360 in my Margin Account to the extent permitted by law. I understand that, within the limitations imposed by applicable laws, rules and regulations all of my securities and other property may be pledged and re-pledged and hypothecated and re-hypothecated by NICE360. This can occur without my being notified, either separately or together with other Securities and/or Other Property of other customers of NICE360, for any amount due NICE360 in any Account in which I have an interest. In certain circumstances, I may not be able to exercise voting rights of the securities that are lent by me.

d) *Interest Computation*

- I. I will be charged interest on a daily basis on all credit extended to me. Interest is calculated by multiplying my average daily Debit Balance by the daily margin interest rate. My average daily Debit Balance is the sum of the daily Trade Date Debit Balances in my Account during the calculation period divided by the number of days in such calculation period using 360-day basis.
- II. My daily Debit Balance is calculated by adjusting my previous day's Debit Balance by the debits and credits associated with the Account for the current day. Dividends and interest will be credited to the Account and will be considered part of a Cash Balance when calculating interest. If my daily Debit Balance is reduced because a check or other item provided by me is later returned to NICE360 unpaid, NICE360 may adjust my Account to reflect interest charges I may have incurred.
- III. Interest is generally accrued daily, calculated on a monthly basis and posted on the last Business Day of each month. NICE360 reserves the right to charge interest on Debit Balance in a Cash Account.

e) *Margin Interest Rates*

- I. The interest rate for margin loans is based on the NICE360 Base Rate which will be published on NICE360 website and is subject to change by NICE360 without prior notice.
- II. Prior to exercising my margin privileges, I acknowledge that I have carefully considered my financial condition, investment objectives and my tolerance for risk along with the provisions of this Agreement and the information in the margin disclosure document provided by NICE360. Based on that review, I found my particular situation to be appropriate for trading on margin.

5. BROKERAGE SERVICES

a) General

- I. I understand and agree that NICE360 and its affiliates will have no liability whatsoever for the results of my investment strategies, transactions and decisions.

b) No Investment, Tax or Trading Advice

- I. NICE360 representatives are not authorized to provide investment, tax or trading advice or to solicit orders. Nothing on NICE360's website is a recommendation or solicitation to buy or sell securities, futures or other investments. I will neither solicit nor rely on any investment advice from any NICE360 employee.
- II. I also acknowledge that NICE360 neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by me through the Service. If I choose to rely on such information, I do so solely at my own risk.

c) Information Made Available through the Service

- I. I understand that I am not authorized to publish, transmit, or otherwise reproduce this information made available to me through the Service, in whole or in part, in any format to any third party without the express written consent of NICE360. I will not alter, obscure or remove any copyright, trademark or any other notices that are provided to me in connection with the information. I represent and warrant that: (i) I will not use the Service in contravention of this Agreement and (ii) I will use the Service only for the benefit of my Account and not on behalf of any other person.

6. TRADING PROVISIONS

a) Clearing Broker Agreement

- I. I authorize NICE360, without any inquiry or investigation, to send orders for the purchase or sale of securities or other property, on margin or otherwise and any other instructions concerning my Brokerage Account to the broker chosen by NICE360. NICE360 is authorized to make arrangements from time to time for the carrying of my account by other clearing brokers without further authorization from me. I understand and agree that, wherever required by law to the contrary, NICE360 and / or the Executing Broker shall be the registered holder of all securities held in my Account and all the securities and other properties in my account shall be held by NICE360 in an omnibus account such that I will not have an individual account with the Executing Broker(s) or any Third Party Provider.

b) Applicable Rules and Regulations

- I. All transactions in my Account will be subject to the constitution, rules, regulations, customs and usages of the exchanges or markets, and its clearinghouses if any, where such transactions are executed by NICE360 or its agents, as well as NICE360's trading rules and policies. In no event will NICE360 be obligated to effect any transaction it believes would violate any law, rule or regulation of any regulatory or self-regulatory body. In no event shall NICE360 be liable for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory authority.

c) SIPC and Other Insurance Coverage

- I. The Securities Investor Protection Corporation ("SIPC") protects the Securities and/or Other Property in each of my Accounts held with US Brokerage houses up to a limited amount (Please Visit www.sipc.org for more information). Additional protection, secured through an independent insurer, may be provided by the executing broker and cannot be guaranteed by NICE360. Account protection and coverage (either under SIPC or the additional insurance, if any) does not cover fluctuations in the market value of my investments.

d) Responsibility for Orders/Trades

- I. I acknowledge that NICE360 cannot authenticate the identity of the person entering orders using my user name/password. I shall remain responsible for all transactions entered using my user name/password.

e) Order Handling

- I. My orders that are accepted by NICE360 will be transmitted to the appropriate exchange or other market for placement and execution at the sole discretion of NICE360. NICE360 reserves the right in its sole discretion to decline to accept any order or to change its requirements with respect to stop or stop-limit orders for particular securities or classes of securities without advance notice. I understand that, during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that NICE360 is not liable for any such price fluctuations.
- II. I agree to pay or receive the prevailing market price, which may be significantly higher or lower than anticipated at the time I placed the order, at the time my market order is executed. The NICE360 Web site contains further information regarding orders types and limitations, which I agree, to read and understand, before placing such orders.

f) Proprietary Trading

- I. I, subject to all laws and regulations, hereby authorize NICE360 to execute proprietary trades of itself and its affiliates, though NICE360 may simultaneously hold unexecuted orders from me for the same products at the same price.
- g) *Cancellation Requests, Order Changes, Late and Corrected Reports*
- I. NICE360 processes my order cancel instructions on a best efforts basis and is not liable to me if it is unable to change or cancel an order. I understand that my order will be canceled only if my cancellation request is received in the marketplace and matched up with the existing order before the order is executed over which NICE360 has no control. Market orders are subject to immediate execution and, as a general rule, cannot be cancelled during market hours. If an order cannot be canceled or changed, I agree that I will be bound by the results of the original order I placed. I will not assume that an order has been executed, changed or cancelled until I have received a confirmation from NICE360 specifically indicating that the order has been executed, changed or cancelled.
 - II. From time to time NICE360 receives delayed reports of order executions, changes and/or cancellation request status from exchanges or market participants reporting the status of transactions. I will be subject to late reports of executions related to orders that were previously unreported to me or reported to me as being expired, cancelled or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.
 - III. I am responsible for knowing the status of my pending orders before entering additional orders. Any duplication by me of a pending order will be considered authorized and intended by me, even if the execution of the order exceeds my Available Funds or purchasing power. I agree to contact NICE360 in the event I am unclear as to the status of an order.
 - IV. I understand that proceeds from the sale of securities which was subsequently cancelled or corrected by the Exchange will not be available to me for withdrawal or reinvestment purposes. I further agree to repay any such amount withdrawn or reinvested by me and agree that NICE360 reserves the right to liquidate positions in my account to the extent of recovering the said amount.
- h) *Purchases*
- I. I promise to pay for all securities purchased in my Account by addition of the appropriate cash amount on or before Order placement. NICE360 reserves the right to require that my Account contain Available Funds in an amount equal to or greater than the purchase price of the securities prior to the order placement. If, in an event where full funds are not available in the Account and my order is processed, I must promptly deliver payment to NICE360 on the same day or latest by next day failing which, NICE360 may in its sole discretion liquidate and close out any and all Securities and/or Other Property in my Account to satisfy my payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. In the event my Account is liquidated, I will be liable for any Losses incurred by NICE360.
- i) *Sales and Short Sales*
- I. I promise that any order to sell "short" will be designated as such by me at the time the order is placed. Any order accepted without positions in the Account and subsequently becomes unable to borrow, for whatever reason, the security that I have sold short will be subject, at NICE360's sole discretion, to cancellation or buy-in on the open market for my Account and may liquidate and close out any and all Securities and/or Other Property in my Account in order to pay for such purchase. In the event securities are bought in, I will be responsible for all resulting Losses incurred by NICE360. Proceeds of a sale will not be paid to me or released into my Account until NICE360 has received the securities in good deliverable form. I also understand that I may execute short sales only in a Margin Account (see "Margin Account" for more information) and that such execution must comply with applicable short sales rules.
- j) *Free-Riding*
- I. Free-riding violates Regulation T of the Federal Reserve Board of the United States of America and may violate other state or federal securities laws and rules. I will not engage in any free-riding transactions in my Account. If I am found to have engaged in free-riding, regardless of whether the activity resulted in a profit, my Accounts may be restricted or closed. I will be responsible for any Losses arising out of or relating to any free-riding transactions in my Account, but I will not be entitled to retain any profit from free-riding transactions. If I am found to have been free-riding in a transaction that generated a profit, then that profit will, to the extent permitted by law, be forfeited to NICE360. If I lose money in free-riding transactions that create a Debit Balance, I will be responsible for repaying that Debit Balance with applicable interest charges.
- k) *Bulletin Board/Pink Sheet Stocks*
- I. The Market Data supplied by NICE360 regarding bulletin board stocks is updated from time to time, but may not be current at any given point in time. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions and updating of quotations in trading bulletin board stocks. NICE360 in its sole discretion may require limit orders on certain bulletin board stock transactions.
- l) *Disclosures to Issuers*
- I. NICE360 may be required to disclose to an issuer the name, address and position of each customer who is a beneficial owner of that issuer's securities. I understand and agree that NICE360 will make such disclosures to issuers if it is legally obligated to do so.

m) *Reorganizations and Corporate Actions*

- I. I understand and agree that NICE360 shall have the sole and exclusive right to exercise the voting rights to any securities held in my account, in its sole discretion, in any of the meetings, which may be convened, or for any resolutions proposed with respect to any such securities. I hereby expressly waive any right of proxy and agree that I will not be notified in respect of any vote unless it involves an offer to buy where more funds are required to participate. Votes for corporate actions such as bonuses, splits, mergers, subscriptions, and offers to buy will generally be affirmative. I understand that I am responsible for knowing the rights and terms of all securities in my Account. NICE360 will not be obligated to notify me of any upcoming expiration or redemption dates, or to take any other action on my behalf without specific instructions from me, except as required by law and applicable rules of regulatory authorities.
- II. I am responsible for knowing about voluntary and mandatory reorganizations related to securities that I hold, including mergers, name changes, stock splits and reverse stock splits. NICE360 is not obligated beyond "reasonable efforts" to notify me of any such reorganization before they occur and I agree not to hold NICE360 responsible for any loss suffered by me by subscribing / not subscribing to the event. I understand that NICE360 will not allocate securities or funds resulting from reorganizations until such securities or funds are received by NICE360 from the paying agent or depository.
- III. I will be responsible for instructing NICE360 Four (4) business days prior to the NICE360 cut-off date on subscription requirements of capital increases. I understand and agree that such subscriptions will be processed by NICE360 only on availability of sufficient cash in my account as of the cut-off date set by NICE360 for the respective event. Any instructions received after that time will be processed on a "reasonable efforts" basis only.
- IV. On voluntary reorganization instructions (tender or exchange offers), I agree to provide instructions to NICE360's respective department no later than Four (4) Business Days prior to the expiration of the offer to allow sufficient time to act on my instructions. Any instructions received after that time will be processed on a "reasonable efforts" basis only.
- V. I am solely responsible for also knowing about periodic payment activities including cash, stock and optional dividends. NICE360 is not obligated to notify me of any such activities.
- VI. NICE360 may, at its discretion, publish information on estimates resulting from corporate actions (viz. stock splits, cash dividends, etc.) in my account after the ex-date. I agree that the actual figures may vary from the estimates posted and I will not be able to utilize those resources until such time NICE360 is actually in receipt of the same.
- VII. NICE360 will receive such dividends and interests, on my behalf, and will credit in the respective currency in which it is received by NICE360 to my Account on or shortly after the date the amounts are received by or on behalf of NICE360. I understand that any fractional shares resulting from corporate actions such as bonuses, splits, mergers, subscriptions, and offers to buy shall be rounded to the nearest lower unit and accordingly my account will be credited with the equivalent value of any such fractional share, if any.
- VIII. I am responsible for knowing when reorganization, such as a stock split, has changed the symbol and/or the number of shares represented by a long / short position or an option contract.
- IX. If, due to reorganization, I buy / sell more shares of a security than I own, if I become uncovered on an options position or if I become otherwise exposed to risk requiring NICE360 to take market action in my Account, I will be responsible for any Losses incurred.
- X. If I trade options during a tender offer, merger or other pending reorganization, I must exercise particular care to ensure that I understand the price of contracts and the number of shares per contract.

n) *Trading in Multiple Markets*

- I. I agree that, in order to trade in multiple markets, I first must either: (1) convert cash held in my Account to the applicable currency of the market in which I wish to trade or (2) transfer into my Account the applicable currency or (3) equivalent cash for the destination market will be blocked by NICE360 from my other available currency balances. I understand and agree that such blocked cash may not be available for me to use in any manner and will be converted later in the day in case I do not convert or have sufficient cash in the currency of the respective exchange. Currency exchanges are effected by NICE360 on a principal basis, and may include a mark-up or mark-down, as appropriate. I understand that more favorable exchange rates may be available through third parties not affiliated with NICE360.

7. **TRADING SERVICES**

a) *General*

- I. I understand that NICE360 does not guarantee that all or any of the access routes will be available to me all the time. NICE360 reserves the right to suspend access to the Service without prior notice during scheduled or unscheduled system repairs or upgrades.

b) *Alternative Trading Arrangements*

- I. Computer-based systems such as those used by NICE360 are inherently vulnerable to disruption, delay or failure particularly during periods of heavy trading and volatile market conditions. I understand and agree that I must use alternative trading arrangements from NICE360 for execution of my orders in the event that the NICE360 system is unavailable. I represent that I will not hold NICE360 for any loss incurred for failures in the trading system for reasons beyond their control and agree to use alternative trading arrangements.

c) *Customer Responsibility*

- I. I understand that I am responsible for all acts and omissions relating to the use of the Service, including all orders entered through the Service using my User ID and Passwords. I understand and agree that it is my responsibility to maintain the confidentiality of my User ID and Passwords and to change my Passwords regularly and to keep

them confidential. I agree to notify NICE360 immediately in the following instances failing which the details contained in the communication will be treated by NICE360 as accepted by me.

1. An order is placed/modified/cancelled through the Service and I do not receive an accurate acknowledgment of the order or of its status;
 2. I receive acknowledgement of or an execution of an order which I believe I did not place or differs from what I placed or
 3. I become aware of any unauthorized use of my User ID and Passwords
- II. If I fail to notify NICE360 as soon as practicable when any of the above conditions occur, neither NICE360 nor any of its affiliates will be liable to me or to any other person for any claim with respect to the handling, mishandling or loss of any order.

d) *Security*

- I. When I access the NICE360 Web site using the appropriate version of third-party browsers, if any specified on NICE360 website, NICE360's security system automatically protects my communications through server authentication and data encryption. Access requires password protection to log onto the trading site and to actually place a trade.

e) *Market Data*

- I. I understand that neither NICE360 nor any participating Data Provider guarantees or makes any warranty of any kind, expressed or implied, regarding the timeliness, sequence, accuracy or completeness of Market Data. I agree that NICE360 or the data provider is not liable for any Losses (including lost opportunity or profits) arising out of or relating to
 1. Any inaccuracy, defect or omission of the data;
 2. Any error or delay in the transmission of such data; or
 3. Interruption in any such data due to any cause beyond the control of NICE360.
- II. None of the information constitutes a recommendation by NICE360 or a solicitation to buy or sell.
- III. I also understand that each Data Provider asserts a proprietary interest in all of the Market Data it furnishes to the parties that disseminate the data. I will use Market Data (including Real Time Quotes) only for my individual non-business use. I will not copy, distribute or redistribute the data, including by caching, framing or similar means or sell, resell, re-transmit or otherwise make the data retrieved from NICE360 services available in any manner to any third party. I will not store the data for the purposes of creating a historical database or historical data product.
- IV. I will not use any of the data in connection with the issuance, trading, marketing or promotion of investment products (e.g., derivatives, structured products, investment funds, investment portfolios, etc. where the price, return and/or performance of the investment product is based on or related to the data) without a separate written agreement with NICE360, the data provider or third party, as the case may be, that has ownership rights to the data (e.g. Dow Jones & Company, Inc., S&P, etc.).
- V. I agree not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of NICE360 and the Providers. NICE360 reserves the right to terminate access to the Information.
- VI. I understand that the Data Providers may enforce the terms of this agreement directly against me.
- VII. Reliance on quotes, data or other information is at my own risk and I understand that in no event will NICE360 or the providers be liable for consequential, incidental, special or indirect damages arising from use of the information. I agree and understand that there is no warranty of any kind, express or implied, regarding the information, including warranty of merchantability, warranty of fitness for a particular use, or warranty of non-infringement.

f) *License to Use NICE360 Software*

- I. NICE360 grants me a non-exclusive, non-transferable license to use NICE360 Software solely as provided herein. I understand that title to NICE360 Software and updates shall remain the sole property of NICE360, including all patents, copyrights and trademarks and agree that NICE360 may charge fees, as decided from time to time by NICE360 and published on their website, for the use of such software. I agree not to sell, exchange, or transfer the NICE360 Software to others. I will not copy, modify, translate, decompile, reverse engineer, disassemble or reduce to a human readable form, or adapt, the NICE360 Software or use it to create a derivative work.
- II. I understand that NICE360 is entitled to immediate injunctive relief for threatened breaches of these undertakings.

g) *Limitation of liability and liquidated damages provision*

- I. I accept the NICE360 system "as is", and without warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing or course of performance.
- II. Under no circumstances shall NICE360 be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill.
- III. NICE360 shall not be liable to me by reason of delays or interruptions of service or transmissions, or failures of performance of the NICE360 system, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; acts of god; war, terrorism, or NICE360's intentional acts.
- IV. I recognize that there may be delays or interruptions in the use of the NICE360 system, including, for example, those caused intentionally by NICE360 for purposes of servicing the NICE360 system.

8. GENERAL

a) *Cash balance*

- I. Cash Balances are unsecured general obligations of the securities broker-dealer, who is not a bank or other depository institution. A Cash Balance is not a deposit or other obligation of any bank or other depository institution.
- II. I understand that NICE360 may, in its discretion, pay me interest on any Cash Balances awaiting investment. I will be charged interest on any Debit Balance in any of my Accounts, as disclosed to me and following termination of my Account on any and all monies owed by me to NICE360.
- III. I understand that my Account statements will reflect the payment or withdrawal of any Cash Balance. Interest paid / charged on my Cash / Debit Balance will be calculated using the interest rates, calculation methodology and compounding frequency, set from time-to-time by NICE360.
- IV. NICE360 may decide to stop or start paying interest, at any time in its sole discretion.
- V. Cash Balances are held un-segregated between NICE360 account holders and may be used by NICE360 in the conduct of its business, subject to legal restrictions, if any. NICE360 may derive profits from the spread between its costs of funds (including Cash Balances) and the return on its assets (e.g., loans and other investments it makes), net of expenses.
- VI. NICE360 reserves the right to stop paying interest on my Cash Balances, close my Account or take any other action if NICE360, in their discretion, conclude that my Cash Balances are maintained solely for the purpose of receiving interest on a Cash Balance.

b) *Deposit and withdrawal of Funds*

- I. NICE360 accepts checks and wires for credit to my account subject to identification and final receipt to NICE360's bank accounts and reserves the right to withhold all or part of the proceeds of any addition of funds to the Account until final payment is received.
- II. I understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect account or returned to the originating bank without notice to me and I agree to indemnify and hold NICE360 and its affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.
- III. Withdrawal of funds from my account will be permitted by NICE360 to the extent of available balance in the account. In the event of excess available cash in the account resulting from an erroneous transaction in my account and NICE360 inadvertently allows me to withdraw such funds, I will be responsible for repaying such funds on demand from NICE360 failing which NICE360 reserves the right to liquidate position in my account to cover any resulting Debit balance and associated costs or initiate legal proceedings to recover the amounts due to them.
- IV. If a wire transfer or check withdrawal request is received after the relevant cutoff time, my request may be treated as if it were received the next Business Day. NICE360 also may reject wire transfer or check withdrawal requests. A wire or check withdrawal request cannot be amended or canceled after NICE360 receives it. If my wire transfer or check withdrawal request involves a currency other than Kuwaiti Dinars, my funds will be exchanged for such currency at the current rate of exchange according to NICE360's standard business procedures. I am aware that currency exchange rates fluctuate over time and I accept the risks of such fluctuation between the time I send a wire transfer or check withdrawal request and the time the wire transfer or check withdrawal is final.
- V. NICE360 reserves the right not to complete an electronic fund transfer to or from my Account if:
 1. Circumstances beyond NICE360's prevent or delay the transfer despite reasonable precautions taken by NICE360;
 2. The funds in my account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal or
 3. NICE360 has reason to believe the transaction may not have been authorized by me

c) *Monitoring Communication*

- I. I understand and agree that NICE360 may in its discretion, but is not obligated to, monitor or record any of my telephone conversations with NICE360 for quality control purposes and for its own protection. NICE360 may also monitor and make a record of my use of the Service and any other communications between NICE360 and me and may use the resulting information for internal purposes or as may be required by applicable law. I acknowledge and understand that not all telephone lines or calls are recorded by NICE360, and NICE360 does not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved.

d) *Requesting Certificates*

- I. I authorize NICE360 to register any Securities and/or Other Property in my Account in the name of NICE360 or any other nominee, including sub-custodians, or to cause the Securities and/or Other Property to be registered in the name of, or in the name of any nominee of, a recognized depository clearing organization. I understand the my ownership of these Securities and/or Other Property is reflected in NICE360's records. Without abrogating any of NICE360's rights under this Agreement and subject to prior satisfaction of any indebtedness I may have to NICE360, I am entitled to receive physical delivery of fully paid securities from my Account. On my electronic or written instructions, and on paying any applicable fees (as described on the NICE360 Web site), any certificate that is capable of being produced and obtained by NICE360 in physical form will be provided to me on my request.

e) *Personal Information*

- I. The respective rights and responsibilities of NICE360 and me regarding the collection, processing and use of my personal information and my rights to limit the use and disclosure of such information, are set forth in the **Privacy Statement** published on the NICE360 Web site, as amended from time to time. Such rights and responsibilities are further defined by applicable laws and regulations of National and State Governments and International bodies. In the event of any controversy regarding NICE360's collection, use, processing, transfer, or receipt of any information about me, I agree that my remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Agreement.
 - II. In addition, I understand that NICE360 reserves the right to report to consumer and securities credit reporting agencies, legal and Governmental bodies any Debit Balance or negative credit information or transactions pertaining to any Account held by me at NICE360. I authorize NICE360 to share credit information and any other personal information that NICE360 obtains with its affiliates and with unaffiliated third parties in accordance with the NICE360 Privacy Statement.
- f) *Satisfaction of Indebtedness*
- I. I agree to satisfy any indebtedness to NICE360 and pay any Debit Balance in any of my Accounts on demand. My Account will not be closed until I cause to be delivered to NICE360 all Securities and/or Other Property that the Account is short and all funds to pay in full for all Securities and/or Other Property that the Account is long. If I have a Debit Balance in my Account and I own an interest in any other Account (including those accounts held by me with affiliates of NICE360), NICE360 may, to the extent permitted by law, effect a transfer or demand a distribution from such other Account to cover any Debit Balance due to NICE360, without notice to me. I agree that, on NICE360's demand, I will execute all documents necessary to effect a distribution from such other Account and to cause such funds to be paid immediately in order to satisfy my indebtedness to NICE360. NICE360's rights under this paragraph are in addition to and with full reservation of NICE360's rights to take any additional action, including legal action, to recover any indebtedness I may owe to NICE360.
- g) *Lien and Liquidation; Remedies*
- I. I agree that all Securities and/or Other Property held in my Accounts (including those accounts held by me with affiliates of NICE360) and all rights, whether due or not, that I may have against NICE360 will be subject to a first, perfected and prior lien, security interest and right of set-off and held as security by NICE360 or its affiliates for the discharge of any indebtedness or obligation I may have to NICE360, however such obligation may have arisen. I understand that NICE360, to the extent permitted by law, may at any time and without giving me prior notice, use, liquidate and/or transfer any or all Securities and/or Other Property to satisfy any indebtedness or obligation to NICE360, however such obligation may have arisen. In the event of a breach or default by me under this Agreement, NICE360 will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement.
 - II. I further agree that if I default on any of my obligations under this Agreement or I become bankrupt, insolvent or subject to a similar condition or subject to any bankruptcy, reorganization, insolvency or other similar proceeding, or NICE360, in its discretion, deems it advisable for its protection, NICE360 may, at any time and without prior notice to me:
 1. Cancel, terminate, accelerate, liquidate and/or close out any or all agreements or transactions between me and NICE360 or otherwise relating to the Account and calculate damages in a manner it believes appropriate,
 2. Pledge, transfer or sell any Securities and/or Other Property in the Account (including those accounts held by me with affiliates of NICE360) or any other account in which I have an interest, either individually or jointly with others, or
 3. Take any other action as NICE360, in its discretion, deems appropriate with respect to any of the foregoing and apply the proceeds to the discharge of the obligation.
 - III. In pursuing the remedies available to it, NICE360 may, without limiting its rights under this paragraph, set off amounts that I owe to it against any amounts that it owes to me and I will remain liable for any deficiency.
 - IV. I agree to indemnify and hold NICE360 and its affiliates harmless from and against any Losses incurred in connection with enforcing its lien or any other remedies available to it. In enforcing its rights hereunder, NICE360 may act in its discretion without regard to any tax or other consequences that I may face as a result of such actions.

9. ELECTRONIC DELIVERY OF DOCUMENTS

a) *Electronic Delivery System*

- I. I understand that NICE360 provides trade confirmations, account statements and other Customer records and communications and where required by applicable laws and regulations, any information on proxy materials, annual reports, notices of meetings and any other material furnished to NICE360 by issuers whose securities I own (collectively, "Records and Communications") in electronic form.
- II. Records and Communications may be sent to my registered e-mail address and/or for security purposes may be posted on the NICE360 website, with a notification sent to me to login and retrieve the Communication. By entering into this Agreement, I consent to the receipt of electronic Records and Communications.
- III. I am responsible for maintaining a valid Internet e-mail address and software allowing me to read, send and receive e-mail. I will notify NICE360 immediately of a change in my e-mail address by using those procedures to change a Customer e-mail address that may be available on the NICE360 website.
- IV. I acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties.

- V. Due to security risks, I will not send any sensitive information in an unencrypted e-mail. Regardless of whether I receive an e-mail notification, I agree to check the NICE360 Web site regularly for up-to-date information and to avoid missing time-sensitive information.
 - VI. I agree that, for my records, I can download and save or print the Account Communications I receive via electronic delivery.
 - VII. In the event that an e-mail notification sent to me is returned to NICE360 as undeliverable, NICE360 will make all possible efforts to contact me to update or receives verification of e-mail address from me.
 - VIII. I agree to promptly and carefully review all Account Communications including account statement, confirmation, or other information reflecting inaccurate orders, trades, balances, positions, margin status, or transaction history as and when delivered and notify NICE360 by telephone within, unless otherwise provided herein, FOUR (4) days of delivery if I object to the information provided. NICE360 is entitled to treat such information as accurate and conclusive unless I object in writing within FOUR (4) days of delivery.
- b) *Consent and Representations*
- I. I hereby agree that I have carefully read the above information and fully understand the implications thereof. I hereby agree to the conditions outlined above concerning electronic delivery of Account Communications.

10. ARBITRATION AGREEMENTS AND DISCLOSURES

- a) *General*
- I. I understand that this Agreement is governed by the laws of the State of Kuwait, without giving effect to conflict of laws' provisions. Courts of the State of Kuwait have exclusive jurisdiction over disputes relating to this Agreement, except when arbitration is provided.
- b) *Mandatory Arbitration:*
- I. I agree to resolve by binding arbitration any controversy that may arise between NICE360 and / or its affiliates and me relating in any way to my relationship with NICE360, any Account held with NICE360, or any service provided by NICE360 to me. This arbitration agreement includes any controversy involving transactions of any kind made on my behalf by or through NICE360, or the performance, construction or breach of this Agreement or any other written agreement between NICE360 and me.
 - II. I make this arbitration agreement on behalf of myself and my heirs, administrators, representatives, executors, successors, assigns and together with all other persons claiming a legal or beneficial interest in my Account.
 - III. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
 - IV. All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - V. Arbitration awards are generally final and binding, and judgment on such award may be entered in any court having jurisdiction
 - VI. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - VII. The arbitrators do not have to explain their reason(s) for their award.
 - VIII. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - IX. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - X. Such arbitration shall be conducted at the Kuwait Chamber of Commerce & Industry and pursuant to the arbitration rules then in effect of the entity where the arbitration is brought. The rules of the arbitration forum in which the claim is filed, and any amendments thereto shall be incorporated into this Agreement.
 - XI. No person will bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
 - 1. The class certification is denied;
 - 2. The class is decertified; or
 - 3. The customer is excluded from the class by the court.
 - XII. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.
- c) *Disclaimer of Liability*
- I. I understand and agree that NICE360 and its affiliates will not be liable to me or to third parties, or have any responsibility whatsoever, for
 - 1. Any Losses arising out of or relating to a cause over which NICE360 or its affiliates do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures and equipment or software malfunction), exchange or market rulings or suspension of trading or

2. Any special, indirect, incidental or consequential damages (including lost profits, trading losses and damages) that I may incur in connection with my use of the Service provided by NICE360 under this Agreement.

11. OTHER PROVISIONS AND DISCLOSURE

a) *Event of Default*

- I. I understand that a "Default" occurs automatically, without notice if
 1. I breach/repudiate any agreement with NICE360;
 2. I fail to provide assurance satisfactory to NICE360 of performance of an obligation, after request from NICE360 in NICE360's sole discretion;
 3. There is any proceedings by/against me under any bankruptcy, insolvency, or similar law;
 4. There is an assignment for the benefit of my creditors;
 5. A receiver, trustee, liquidator or similar officer is appointed for me or my property;
 6. The representations being untrue or misleading when made by me or later becoming untrue;
 7. I become legally incompetent;
 8. There is any proceeding to suspend my business or license by any regulator or organization;
 9. NICE360 having reason to believe that any of the foregoing is likely to occur imminently.
- II. Customer unconditionally agrees that, upon a Default, NICE360 may terminate any or all NICE360's obligations to Customer and NICE360 shall have the right in its discretion, but not the obligation, without prior notice, to liquidate all or any part of Customer's positions in any NICE360 account, individual or joint, at any time and any manner and through any market or dealer. Customer shall reimburse and hold NICE360 harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any Customer Default or any transaction undertaken by NICE360 upon Default.

b) *Risks of Foreign Markets, After Hours and Pre-Market Trading*

- I. NICE360 from time to time will inform me of additional terms, conditions and disclosures relating to particular products or services, including the Service and after-hours or pre-market trading sessions. By entering into this Agreement, I agree to abide by all such terms and conditions and disclosures.
- II. I acknowledge that trading securities, options, futures, currencies, or any product on a foreign market is speculative and involves high risk. There also are special risks of trading outside ordinary market hours, including risk of lower liquidity, higher volatility, changing prices, un-linked markets, news announcements affecting prices, and wider spreads. I represent that I am knowledgeable and able to assume these risks.

c) *Economic Sanctions*

- I. My Account may be subject to economic sanction and embargo laws from various Governments. I represent that I have not been designated as a blocked person nor I have no reason to believe that I would be considered a blocked person and I do not reside in a restricted country. I understand that if I fall into any of the restricted categories, my Account may be declined or restricted from certain activity.

d) *Modification of Agreement or Service*

- I. I understand that NICE360 may change any of the terms and conditions of this Agreement and/or eliminate any term or condition anytime. NICE360 reserves the right, but does not intend to follow it as a matter of course, to notify me of modifications to the Agreement by mailing or e-mailing a written notice or new Agreement to me. I understand that the normal method of notifying me of modifications to the Agreement will be to post the information on the NICE360 Web site. I also agree that NICE360 may change its Service anytime and that it is not obligated to provide me with notice of such a change.
- II. I agree that use of the Service after a change to the Service or notice of a change to this Agreement, or if I do not close my Account within fifteen (15) calendar days of the change to the Service or notice of a change to the Agreement, means that I accept the change, whether or not I actually know of it, except that changes required by law will be effective immediately.

e) *Severability, Waiver and Effectiveness*

- I. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement. Except as specifically permitted in this Agreement, no provision of the Agreement can be, nor will it be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of NICE360.

f) *Non-Waiver*

- I. NICE360's failure to insist on strict compliance with this Agreement or any other course of conduct on its part will not be deemed a waiver of NICE360's rights under this Agreement.

g) *Successors*

- I. This Agreement will pass to the benefit of NICE360 and its successors, assigns and agents. In addition, I hereby agree that this Agreement and all the terms hereof, will be binding on my heirs, executors, administrators, personal representatives and any assigns permitted by NICE360.

h) *Power of Attorney*

- I. I agree and hereby irrevocably appoint NICE360, with full power as my true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that NICE360 deems necessary or advisable to accomplish the purposes of this Agreement.
- j) *Power and Authority*
 - I. If I am a natural person, I represent that I have attained the age of majority and have the legal capacity to enter into this Agreement and perform my obligations under it.
 - II. If I am a legal entity, including a corporation, partnership, estate or trust, I represent that I have all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause me to violate any provisions in my charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. I further represent that this Agreement, as amended from time to time, is my legal, valid and binding obligation, enforceable against me in accordance with its terms.
 - III. I represent that I am not an investment company, a broker-dealer, a futures commission merchant or an affiliate, associated person or employee of an investment company, broker-dealer or futures commission merchant; and is not an affiliate, associated person or employee of any exchange, clearing house or regulatory agency or self-regulatory organization. I agree to notify NICE360 immediately if I become employed by, or affiliated or associated with, an investment company, a broker-dealer or futures commission merchant, or if I become registered with the National Association of Securities Dealers, the National Futures Association, the Securities and Exchange Commission, the Commodity Futures Trading Commission or any other financial regulatory agency or self-regulatory organization. I represent that, if I am required to be registered in any capacity with any financial regulatory agency or self-regulatory organization (including, but not limited to, those listed above), I will immediately inform NICE360 of the same. If I am a broker-dealer and have notified NICE360 to that effect, I agree that I shall identify my proprietary orders as broker-dealer orders.
- j) *Entire Understanding; Assignment*
 - I. This Agreement, all other written agreements and terms contained on statements and confirmations contain the entire understanding between NICE360 and me. This Agreement supersedes any previous agreements that I have made with NICE360 individually with regard to my Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Agreement, to the extent that the subject matter is covered by this Agreement. NICE360 may assign its rights and duties under this Agreement to any of its successors, subsidiaries or affiliates without giving me notice, or to any other entity on prior written notice to me. I may not assign the rights and obligations under this Agreement without first obtaining the prior written consent of NICE360. Any purported assignment in violation of this Agreement will be void.
- k) *Headings*
 - I. The Heading of each provision of this Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- l) *Electronic Signatures*
 - I. My intentional action in electronically accepting this Account Application along with providing a signed copy of the same to NICE360 is valid evidence of my consent to be legally bound by this Agreement and by other documentation submitted in the Account Application process or governing my relationship with NICE360. The use of an electronic version of the Account Documents fully satisfies any requirement that they be provided to me in writing. I acknowledge that I may access and retain a record of the documents that I electronically accept through the NICE360 Web site. I am solely responsible for reviewing and understanding all of the terms and conditions of these documents. I accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the NICE360 Web site. I acknowledge and agree that NICE360 may modify the Agreement from time to time and I agree to consult the NICE360 Web site from time to time for the most up-to-date Agreement.
 - II. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of NICE360's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed this Agreement, our obligations under this Agreement will be joint and several and identical to the obligations of joint account holders.

12. USER AGREEMENT

a) *General*

- I. By accessing other Web sites through links provided at the NICE360 Web Site, I agree to the following terms and conditions.
 1. The material available on these sites has been produced by independent providers unaffiliated with NICE360.
 2. Any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of NICE360 or its subsidiaries.
 3. Reference to a fund or security included anywhere in this service is not a recommendation to buy, sell, or hold that, or any other security.

4. Any investment I make will be based solely on my own evaluation of my financial circumstances and investment objectives.
5. NICE360 does not provide any legal, tax, or accounting advice or advice regarding the suitability or profitability of a security or investment.
6. The information obtained by the independent providers (the "information") is believed to be reliable. However, the timeliness, sequence, accuracy, adequacy, or completeness of such information is not guaranteed. Neither NICE360 nor its subsidiaries give any express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to the information, or the use thereof.
7. Neither NICE360 nor any independent provider/transmitter of information shall be liable in any way, and I agree to indemnify and hold harmless NICE360, its subsidiaries, and the independent providers/transmitters for
 - i. Any inaccuracy, error, delay in, or omission of
 - a) any information or
 - b) the transmission or delivery of information;
 - ii. Any loss or damage arising from or occasioned by
 - a) any such inaccuracy, error, delay, or omission,
 - b) nonperformance,
 - c) interruption of information due either to any negligent act or omission by NICE360, its subsidiaries, or the independent providers/transmitters of information or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of NICE360, its subsidiaries or the information providers/transmitters.
8. I accept at my own risk that the Internet and online communications medium may not perform as intended despite the efforts of NICE360, my Internet service provider and me.
9. I understand that NICE360 expressly prohibits the use of devices (including software) designed to provide repeated automated access to NICE360 other than those made generally available by NICE360. NICE360 reserves the right to take all measures necessary to prevent such access, including denial or termination of service.
10. NICE360 may make improvements and/or changes in the products and/or services described in this service, including the terms and conditions of your use of this service, without liability.
11. NICE360 expressly reserves the right to monitor any and all use of this service.

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Account Owner(s)'s name	Signature	Date



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