

Dealing In Regional Markets Agreement

First Party: Capital Investment & Brokerage / Jordan

(Hereinafter referred to as the Company)

Address: Essam Al-Ajlouni - Shmeisani
Tel: 962 6 5200330
Fax: 962 6 5692872
P.O. Box: 940982 Amman, Jordan 11194

Second Party: _____

Nationality: _____ National Number: _____

Address: _____

Tel: _____

Fax: _____

P. O. Box: _____

Whereas Capital Investment & Brokerage / Jordan L.L.C is a company licensed to carry on the business of brokerage and also to provide the service which is to allow its Customers to deal in regional markets by buying shares and bonds in its name in favor of Customers; and

Whereas the Customer is desirous to enter into agreement with the Company to get such Service, Parties hereto have agreed as follows:

First:

The Preamble to this Agreement and all accompanying supplements shall be deemed an integral part thereof and read therewith as a single unit.

Second:

The **Securities** belonging to the Customer that will be the subject of the Company's business in accordance with the terms and conditions of the present Agreement shall comprise:

1. Shares, bonds, investment funds, certificates of deposit and any other securities.

(Hereinafter referred to as "the **Securities**").

Third:

The Company shall have the right to deal in the **Securities** specified by the Customer, under written, oral, phone, electronic or fax authorizations provided by the Customer without the Company bearing in part or in whole and without it sharing in any proportion whatsoever in any profits or losses, tangible or intangible, that may arise as a result of acting upon these authorizations. **Second Party** hereby agrees on the **First Party's** recording telephone conversations with it concerning orders for trading organized hereunder to avoid ambiguity in this regard. **Second Party** agrees and knows that these recordings shall be legal evidence on the validity of their content, and shall be binding on it. Failure to make such recording shall not waive the right of the **First Party** to prove such orders through any other means of proof.

Fourth:

Customer shall deliver the **Securities** to the Company by transferring ownership to the Company, and the date of delivery shall be the date in which provisions of this Agreement shall become valid ("Validity Date").

Fifth:

The Company shall perform the following tasks:

- 1) Take usual diligence and care in keeping the **Securities**.
- 2) Make a special register for the Securities and keep them separate from other registers of the Company or other customers.
- 3) Deliver the **Securities** or any part thereof to the broker seller and receive the purchased **securities** from the broker buyer for the Customer's account and on behalf of the Customer or its representative.
- 4) Send quarterly reports to the Customer on the **Securities** held, and the Customer's cash accounts concerning the disposition of the **Securities** up on instructions of the Customer or its representative
- 5) Inform the Customer of actions taken by the issuers of the **Securities** related to interests due thereon, and profits earned there from, and any other rights the **securities** have, within two weeks of the Company's knowledge thereof.
- 6) Receive interest, dividends and rights of the **Securities** and deposit same in the Customer's bank accounts managed by the Company, or transfer them to the accounts specified by the Customer for this purpose, as the case may be.
- 7) Attend and / or delegate others to attend regular and special meetings of the general assemblies of the issuers of the **Securities**, and meetings of the holders of bonds related to the **Securities**, and vote on behalf of the Customer in these meetings under a general power of attorney (notarized proxy) signed by the Customer in this respect or on instructions from the Customer.

Sixth:

The Company shall be obligated to:

- 1) Identification of a special sub-account for the Customer within the General Account, which the Company is committed to opening under provisions of the applicable laws for the purpose of carrying on its corporate activity.
- 2) Take all measures necessary to maintain the **Securities** and protect them against theft, fire and any other risks.

Seventh:

For the purposes of implementing this Agreement, the Company, shall when signing the Agreement, provide the Customer with the name of the employee (commissioned with the business Company), who will undertake execution of the Company's business and perform his/her duties identified in this Agreement.

Eighth:

Reports sent by the Company to the Customer shall be deemed correct, approved by the Customer and conclusive evidence, unless the Customer has objected to them in writing within a maximum period of fifteen days from date of receipt thereof.

Ninth: the Company shall not be responsible for any losses incurred by the Customer, and the Customer shall not have the right of recourse to the Company for losses resulting from the Company's performance of its duties stated herein, unless such losses were caused by negligence of the Company or its breach to the provisions of this Agreement or related laws, regulations and instructions.

Tenth:

Parties hereto shall maintain strictly confidential the information obtained by either party from the other , and shall disclose none without the written consent

of the other party, or under conditions permitted by law, but the Company shall be entitled to disclosure, without the consent of the Customer, of any information concerning this Agreement or resulting from execution thereof to the Securities Commission, or any other competent official body, and it shall also be entitled to declare the subject matter of this Agreement ,and the role of the **First Party** in execution thereof.

Eleventh:

First Party shall charge commission for the execution of purchase and sale orders issued by the Customer, and such commission shall be collected from the Customer for the value of each invoice as per Supplement No. (1) attached hereto, and the Company shall have the right to amend such commission, provided that the Customer shall be informed.

Twelfth:

The Customer shall adhere and undertakes to settle any amounts it may become liable for under any claim, invoice or account statement issued by the Company due to the Company's execution of Customer's orders, whether such dealing has been implemented partially or totally; directly or through any other party authorized under proper notarized power of attorney, or the Company is that other party, including any commissions or fees agreed between the parties.

Thirteenth:

The Company shall have the right to dispose of the **Securities** under its control to settle any claims unpaid by the Customer, and Customer hereby authorizes the Company to sell any **Securities** purchased under this or any previous or later authorization, in case of non-settlement of any amounts the Customer owes to the Company for any reason whatsoever and at the sole discretion of the Company. Such authorization shall be an absolute, irrevocable and/or non-cancelable and / or amendable.

Fourteenth:

Customer hereby declares and acknowledges that it is able to pay for the **Securities** that it has given the orders for purchase within a period of two days, and that it is able to pay all charges, commissions, interest, fees and expenses arising from such purchases and sales.

Fifteenth:

The Customer hereby gives the Company an absolute , irrevocable and/or non-cancelable and / or amendable authorization to make offset between its accounts with the brokerage office of the Company, and its other accounts in the Company and/or Capital Bank of Jordan .It also authorizes the Company to debit its accounts with any amounts deemed appropriate as a result of its default in the payment of its liabilities , and also authorizes the Company to sell any securities purchased or the Customer owns in the event of non payment of the amounts the Customer is liable for after two days of the date of inception, without the need for any other written authorization, and hereby waives its right to challenge the validity of and /or revoke this authorization.

Sixteenth:

The Company shall have the right to accept or refuse to wholly or partly execute any authorization, provided that this shall not contravene with the laws, regulations and instructions in force that regulate trading and dealing in Securities.

Seventeenth:

Parties hereto shall fully and completely comply with all laws, regulations, instructions and directives in force, and Parties hereto know that trading in regional markets is not subject to the control of the Jordanian Securities Commission at all, and therefore Securities Law is not applicable thereto.

Eighteenth:

Customer declares and acknowledges that it knows everything provided in this Agreement, and fully understands the risks inherent in trading in Securities, and what it causes in terms of financial losses, and how gross such losses can be.

Nineteenth:

Customer also undertakes and shall fully and completely observe all laws in force and the regulations, instructions and decisions issued there under , as well as articles of association and instructions of the Company in connection with such dealings, and the Customer recognizes the absolute right of the Company to accept or reject the execution of any authorization in whole or in part and at the Company's sole discretion , provided that it shall not contravene with the applicable laws, regulations and instructions that govern the mechanism of trading in Securities, and it also recognizes and acknowledges that registers, records and books of the Company and any other means of maintaining the Company's information are correct and binding on the Customer. The Customer also undertakes and shall be obligated to provide the Company in its offices with any forms, papers or documents the Company may and immediately after their request whether such request comes orally, in writing or in any other manner.

Twentieth:

This Agreement shall take effect as of date of execution thereof for one year, and it shall automatically be renewed for a similar period, unless either Party has notified the other in writing of its intention to terminate it three months prior to expiration of the original term or renewed terms.

Twenty First:

If any provision hereof becomes in conflict with the applicable laws, or becomes unenforceable, such provision shall be deemed null and void, and other provisions shall continue to be enforceable unless the invalid or

unenforceable provision affects the essence of this Agreement, then either Party may notify the other of its desire to terminate it , and the other Party shall agree to this, provided that such termination shall not prejudice the rights any Party has against the other before the date fixed for the notice of termination.

Twenty Second:

The Customer shall pay stamp duty payable against this Agreement before or on the day of execution thereof, and it shall also pay all fees and taxes payable against the **Securities**.

Twenty Third:

Failure of the Company to wholly or partially exercise any of its rights provided in this Agreement shall not be considered a waiver of such right(s), and it shall have the right to exercise it at any time.

Twenty Fourth:

In the event that a dispute arises between the parties in connection with this Agreement, and such dispute has not been amicably resolved within ten days from the date such dispute has arisen, it shall be submitted to Amman Court of First Instance / Palace of Justice.

Twenty Fifth:

Provisions of the Jordanian Law shall apply to any dispute arising between the parties in connection with the application and / or execution of this Agreement.

Twenty Sixth:

Notifications, correspondence, notices and communications between the Parties hereto shall be in writing and served by registered mail, fax or e-mail on the addresses stated below, and Parties hereto waive the need to notify one the other through the Notary Public.

Twenty Seventh:

This Agreement consists of twenty-seven clauses including this one.

This Agreement has been signed in two originals and each Party has received one copy to act accordingly.

First Party:

Name: **Capital Investment & Brokerage / Jordan**

Signature:

Date:

Second Party:

Name :

Signature:

Date: