

Terms and Conditions

TAIB Securities W.L.L (TAIB Securities), acting as an authorised agent for **Diala Brokerage Co. L.L.C, (Diala Brokerage)** a subsidiary of Diala Brokerage & Investment Holding Co (Q.S.C.), Qatar hereby offers to Client a service of registering the details of Client wishing to sell any shareholding in Al Rayyan Bank, Qatar [Doha Securities Market symbol: RAYYAN] by way of Selling Order, and payment of the balance of any proceeds of such sale to Client.

Such service is provided by **TAIB Securities**, and accepted by Client, on the terms and conditions, as follows:

1. Client agrees to register Client's details with **TAIB Securities** and to provide the original share certificate as proof of Client's shareholding in Al Rayyan Bank in Client's name.
2. Client agrees to provide the necessary information and identification documents confirming Client's identity, including the identification of Client's bank account in Bahrain into which the balance of any proceeds from any Selling Order is to be deposited.
3. Should Client be a corporate entity, which is represented by an authorised person, Client shall provide **TAIB Securities** with acceptable proof of such representation.
4. Any person holding a Power of Attorney for and on behalf of one or more shareholders will be required, not only to provide valid and legal proof of such representation, but will also be required to provide necessary identification documents confirming their own identity, as well as those of the authorising Client.
5. The particulars required for proof of any identification or representation shall be at the sole discretion of **TAIB Securities**.
6. Details of ownership of any shareholding shall be registered only in the name of the Client validly holding same. Any payments made to Client will only be made to Client's identified bank account, and not to any other third party.
7. Client or the duly authorised representative or holder of a valid and legal Power of Attorney does at all times vouch for the correctness and completeness of all data provided to **TAIB Securities** and hereby undertakes to advise **TAIB Securities** forthwith of any changes at any time to ensure that such details are current. **TAIB Securities** shall not be responsible for any incomplete or incorrect data which has been provided regarding any Client.
8. Selling Orders made to **TAIB Securities** must clearly indicate the market price or limit price at which such is being offered.
9. All share details of Client which are captured by **TAIB Securities** will also be captured directly onto Client's account opened up in Client's name on the demat system of Doha Securities Market

and/or **Diala Brokerage**, subject to further verification and scrutiny of the original share certificate by **Diala Brokerage**.

10. In consideration of the initial services provided by **TAIB Securities** to Client, Client agrees to pay to **TAIB Securities** the following fee:

<u>Service</u>	<u>Amount</u> <u>BD</u>
Registering Client and Selling Order details; shipping share certificate to Diala Brokerage , processing modified or resubmitted or cancelled Selling Orders.	10,000 per share certificate

and which does not include any fees for processing the proceeds of the sale of any share certificate, and which is provided for in clause 12 hereafter.

11. Such initial fee will be payable by Client at the time of registration, and no initial service will be provided by **TAIB Securities** unless and until such fee has been paid.
12. A further deduction of QR 200 per share certificate will be made against the proceeds of the sale of any share certificate, in order to cover all charges levied by Doha Securities Market and **Diala Brokerage** and **TAIB Securities** and Client's own, or authorised representative's, signature hereto shall serve as lawful consent to such deduction to Client's account.
13. The service provided by **TAIB Securities** shall be available to Client only for the period commencing 20 September 2006 until close of business on 19 December 2006 and any modification, resubmission or cancellation of any Selling Order must be made to **TAIB Securities** within such period, after which the provision and availability of such services as a whole provided by **TAIB Securities** shall lapse.
14. **TAIB Securities** will not levy any additional charge for any modification, resubmission or cancellation of any Selling Order initially made to it where such is made within this period.
15. Any request for modification, resubmission or cancellation of any Selling Orders made to **TAIB**

Securities by any Client or authorised representative will be received by **TAIB Securities** on a recorded line.

- 16. Any modification, resubmission or cancellation of any Selling Order made on or after the day on which listing occurs must be made by Client or the duly authorised representative directly to Doha Securities Market, and no services will be provided by **TAIB Securities** in this regard.
- 17. Until such time as final verification has been received from **Diala Brokerage**, **TAIB Securities** does not guarantee that any share details of Client may not be adjusted, amended or rejected by **Diala Brokerage** after scrutiny. The registering by **TAIB Securities** of any share details which have been finally accepted by **Diala Brokerage** shall be subject to **TAIB Securities** receiving a verification code from **Diala Brokerage** confirming same.
- 18. Client must indicate in the Selling Order, the limit or market price at which Client is prepared to sell the securities. **TAIB Securities** shall not be responsible for any fluctuation in price which does not meet any price offered by Client for the sale of any of the securities.
- 19. **TAIB Securities** does not guarantee that the registration, modification, or resubmission of any Selling Order will result in the sale of Client's securities at the limit or market price indicated, whether or not such Selling Order is subsequently modified or resubmitted.
- 20. Selling Orders which have been registered by **TAIB Securities** and which, by the close of the trading day on the Doha Securities Market, have not been accepted by willing buyers, will be cancelled and will automatically lapse, thereby requiring Client to modify or resubmit a fresh Selling Order within the terms hereof.
- 21. Until Selling Orders for same have been accepted and the sale price received by **Diala Brokerage**, Client will continue to hold shares in his/her name and in their account on the Doha Securities Market and/or **Diala Brokerage**.
- 22. Any share certificates and Selling Orders which have been submitted to, and accepted by, **TAIB Securities** for registration, modification, resubmission or cancellation will be delivered for

further verification to **Diala Brokerage** by courier services approved by **Diala Brokerage**.

- 23. Subject to the provisions of Article 12 above, the balance of amounts received from Selling Orders in respect of the sale of each share certificate which has been accepted at the price stated by Client, will be credited by **Diala Brokerage** to **TAIB Securities** for onward payment to Client.
- 24. Except in the case of gross negligence or malicious intent, **TAIB Securities** will not be responsible, or in any way be liable, for any delay in, or failure of, the performance of its services referred to herein and which are caused by, or are due to any cause beyond the control of **TAIB Securities**, including without limitation, power outages, computer or data processing failures, failures of third parties, fraud or other dishonest action on the part of Client's chosen representative or Power of Attorney holder, failures of communications systems, fires, earthquakes, storms, public emergency, Acts of God, and governmental restrictions.
- 25. These terms and Conditions shall be subject to interpretation according to the laws of the Kingdom of Bahrain.
- 26. Persons holding representative authority or Power(s) of Attorney warrant by their signature hereto that they have authority and power to accept these Terms and Conditions.

Signature:
Client/Authorised Representative/Power of Attorney holder

Name:

CPR/Passport No.

Date:

.....
TAIB Securities WLL

Date:

Schedule to Terms and Conditions:

Signatory acting in capacity as:

Authorised Representative

Power of Attorney holder

For and on behalf of the following Clients:

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Signature:
Authorised Representative/Power of Attorney holder

Name:

CPR/Passport No.

Date:

الشروط والأحكام

Terms & Conditions

- 1- I hereby, authorize Dlala Brokerage Co. LLC (Doha, Qatar) to process all Sell/Buy transactions requested by me, and to register these in my account. I hereby assume full responsibility for these actions taken by me.

١- أفوض بموجب هذه الاتفاقية شركة دلالة للوساطة ذ.م.م (شركة دلالة للوساطة) وعنوانها الدوحة، بإجراء كافة عمليات التداول التي أطلبها من وقت إلى آخر (بيع-شراء) وقيدها بحسابي لديها وذلك على مسؤوليتي دون ادنى مسؤولية على شركة دلالة للوساطة.
- 2- I understand that the execution of orders requested by me from Dlala Brokerage Co. and its affiliates is subject to the terms and regulations of the Doha Securities Market. I acknowledge that the electronic and computer-based systems are inherently vulnerable to disruption, delay or failure as a result of foreseeable and unforeseeable events at any time for reasons beyond the control of Dlala Brokerage Co. or the Doha Securities Market; therefore I release them from any responsibility or damage that may arise.

٢- يخضع تنفيذ الأوامر التي أطلبها من شركة دلالة (بيع/شراء) للشروط واللوائح الصادرة عن سوق الدوحة للأوراق المالية، وأقر بأن النظام الإلكتروني قابل للتخلل في أي وقت وظروف خارجة عن ارادة شركة دلالة أو سوق الدوحة للأوراق المالية وأعفيهم من أي مسؤولية أو خسارة قد تنتج عن ذلك.
- 3- In accordance with Doha Securities Market internal regulations, I undertake to pay the value of the shares before purchase, and Dlala Brokerage Co. is entitled not to execute any purchase order if I fail to cover its value in any of the following:
 - Availability of funds against which orders can be executed.
 - Availability of funds due to me from previous sell operations that covers the value of the purchase order.
 - Submission of a banking cheque for the value of the purchase order.
 - Submission of an unconditional bank guarantee for the value of the purchase order.

٣- وفقاً للوائح الداخلية للسوق أتعهد بدفع قيمة الأسهم قبل الشراء ويحق لشركة دلالة للوساطة عدم تنفيذ أي عملية شراء إذا لم أقم بتغطيتها بأي من الأوجه التالية.

 - توافر رصيد بحساب التداول يسمح بحجز أو خصم قيمة العملية على الحساب عند تسلم شركة دلالة للوساطة أمر الشراء وقبل التنفيذ.
 - وجود مبالغ مستحقة لي عن عمليات بيع سابقة تغطي قيمة أمر الشراء.
 - تقديم شيك مصرفي بقيمة أمر الشراء.
 - تقديم كفالة دفع بنكية غير مشروطة بقيمة أمر الشراء.
- 4- In accordance with Doha Securities Market instructions, I undertake to confirm sale and purchase orders issued by me to Dlala Brokerage Co. by phone, internet or orally within three days from the date of issuing such orders; otherwise Dlala Brokerage Co. shall not be responsible towards me or others concerning my non-compliance of such undertaking. I understand that such orders are valid and not challengeable in any case.

٤- وفقاً لتعليمات السوق أتعهد بأن أوثق أوامر البيع أو الشراء الصادرة مني لشركة دلالة بالهاتف أو بالانترنت أو شفاهة خلال ثلاثة أيام من تاريخ إصدار الأمر، وفي حال عدم التزامي بذلك، لا تكون شركة دلالة مسؤولة بأي شكل تجاهي أو تجاه الغير ازاء عدم التزامي بهذا التعهد، وأقر بأن هذه الأوامر صحيحة وغير قابلة للطعن عليها بأي حال.
- 5- In case my account becomes overdrawn and, for whatever reason, Dlala Brokerage Co. may and without notice, liquidate all or some of the shares owned by me to cover the overdrawn value of my account, without any claims to Dlala Brokerage Co.

٥- يحق لشركة دلالة للوساطة إجراء المقاصة وتسوية المديونية المستحقة لها تجاهي من خلال الاسهم المملوكة لي في حسابي لديها بما ينمي بسند المديونية.
- 6- Dlala Brokerage Co. is entitled not to execute sale and purchase orders unless completed according to the applicable laws & regulations of the Doha Securities Market. In addition, Dlala Brokerage Co. is entitled to close the account, giving one week prior notice, subject to the deemed legal opinion of the company.

٦- يحق لشركة دلالة للوساطة عدم تنفيذ أوامر البيع/الشراء إذا لم تكن مستوفاة على النحو المطلوب وفق اللوائح والنظم المعمول بها في سوق الأوراق المالية، كما يحق لها قفل الحساب شريطة اخطاري بذلك قبل اسبوع من تاريخ القفل في ضوء ما تراه الشركة من مبررات قانونية.

- 7 - All notices and statements sent by Dlala Brokerage Co. to the address given above shall be deemed valid and effective unless objected in writing within one week from the sent date. Dlala Brokerage Co. shall not be responsible for not receiving such notices for any reason.
- 8 - I undertake to pay all commissions set by Dlala Brokerage Co. for sale and purchase operations in accordance with the internal regulations of the Doha Securities Market, and I agree to pay any fees or other expenses for the additional services. Dlala is entitled to deduct any such amounts directly from my account and I disclaim any right to object to such deductions.
- 9 - Dlala Brokerage Co. is entitled to provide any information related to my account, required by the regulatory authorities (Qatar Central Bank and Doha Securities Market) or the judicial authorities in the State of Qatar.
- 10 - Dlala Brokerage Co. is entitled to amend any of these terms and conditions in accordance with the instructions issued by the Doha Securities Market or any other concerned supervisory authority. These amendments shall be binding on me and I agree to them in advance.
- 11 - This agreement is subject to the provisions of the Doha Securities Market and any other concerned supervisory authority approved by the Qatari law. The courts in the State of Qatar shall have the jurisdiction over this agreement in accordance with the Qatari law.
- ٧ - تعتبر كافة الإشعارات وكشوفات الحسابات المرسله من شركة دلالة للوساطة لي على عنواني الموضح بصدر هذا الطلب صحيحة وناذة ما لم نعترض عليها خطيا خلال أسبوع من تاريخ إرسالها الي ، ولن تكون شركة دلالة للوساطة مسئولة عن عدم استلامنا هذه الإشعارات لأي سبب من الأسباب .
- ٨ - أوافق على دفع العمولات المحددة لعمليات البيع والشراء وفقا لللائحة الداخلية لسوق الدوحة للأوراق المالية ، كما أوافق على دفع اي رسوم او مصاريف اخرى للخدمات الاضافية، ويحق لشركة دلالة خصم اي منها مباشرة دون اعتراض مني.
- ٩ - لشركة دلالة للوساطة الحق في الإداء بأي معلومات عن حسابي لديها يتم طلبها من الجهات الرقابية (مصرف قطر المركزي- سوق الدوحة للأوراق المالية) أو الجهات القضائية في دولة قطر.
- ١٠ - لشركة دلالة للوساطة الحق في تعديل أي من هذه الشروط والاحكام وفق النظم والقواعد المعمول بها في سوق الدوحة للأوراق المالية أو أي جهة رقابية اخرى معنية، وتعتبر تلك التعديلات ملزمة لي وموافق عليها سلفا.
- ١١ - تخضع هذه الاتفاقية الى الأحكام المنظمة للتعامل بالاستثمار في سوق الدوحة للأوراق المالية وأي جهة رقابية معنية أخرى يقرها القانون القطري، وتختص المحاكم القطرية في دولة قطر بالفصل فيها وفقا لأحكام القانون القطري.

Date/...../..... التاريخ Client Name التوقيع

Signature اسم العميل

Only for Dlala Brokerage Co. use

للاستعمال الخاص بالشركة فقط

تم الاطلاع على أصول المستندات الخاصة بالعميل والتوقيع على الطلب بحضورنا After reviewing the client's original documents, the client signs in our presence			
200 / / التاريخ Date	التوقيع Signature	مسئول خدمة العملاء Clients Service Manager	
200 / / التاريخ Date	التوقيع Signature	مسئول الفرع Branch Manager	



TAJB Securities W.L.L.

طلب فتح حساب لدى دلاله

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انا الموقع ادناه اتحمل جميع المسائل القانونية بخصوص صحة تفويلي عن الأشخاص المذكورين أعلاه و عن صحة البيانات المذكوره أعلاه.

اسم العميل:

التوقيع: التاريخ:

توكيل

نحن الموقعين ادناه بحرينيو الجنسية و قد وكلنا بموجب هذا التوكيل السيد و جواز رقم و وكيل بحريني الجنسية بحمل بطاقة شخصية رقم ونحن الموقعين ادناه نوافق على شروط و احكام طبيب للأوراق المالية المرفقة و نخول السيد بالموافقة بالنيابة عنا على شروط و احكام طبيب للأوراق المالية.

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