



INVESTMENT SERVICES ACCOUNT OPENING TERMS AND CONDITIONS

Important Information

It is important that you know who the Bank is and how to contact it. We are Liv by Emirates NBD Bank (P.J.S.C) (the “**Bank**”) a commercial bank regulated and licensed by the Central Bank of the United Arab Emirates and the Securities and Commodities Authority of the United Arab Emirates. You may serve notices on the Bank or notify it of a complaint at its postal address, PO Box 777, Dubai, UAE or by email to customersupport@emiratesnbd.com or calling +971 600 54 0000.

All capitalized terms used in these terms and conditions and not defined herein, shall have the meaning ascribed to such term in the General Terms and Conditions for Consumer Banking Products of the Bank (for individual Accounts).

The Investment Portfolio Account requested will be made available at the discretion of the Bank. If the Bank does not approve your application, it will notify you in accordance with Applicable Law. The Investment Portfolio Account(s) and related Services offered by the Bank are subject to the provisions of the Investment Services section of the General Terms, as may be amended from time to time and the information you provide in this journey (including information for determining your knowledge and experience) (hereinafter referred to as “**Appropriateness Questionnaire**”).

Warning

The Bank recommends that you carefully read this information, and the General Terms before submitting this application and contact the Bank should you have any questions.

There can be no assurance that the selected investment scheme will perform the same way. Past performance is not necessarily a guide to future results. The value of investments and the income from them may fall as well as rise. Exchange rate fluctuations may affect the returns to you. This service offered by the Bank to open an Investment Portfolio Account is not an invitation to subscribe to any investment.

You should, on a regular basis and prior to providing any transaction related instructions, familiarize yourself with the risks associated with Investments in the relevant Asset, as highlighted in the Risk Disclosure clause of the Investment Services section of the General Terms and any other relevant Product Documents containing risk disclosures.

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Declarations:

Cooling-off Period: You are entitled to cancel the application to open the Investment Portfolio Account(s) within five (5) business days of submitting this request (“Cooling-off Period”). The Bank cannot process the application until this period expires and you may need to resubmit this application. You should take time to consider the application. But you do have the right to waive the Cooling-off Period by ticking the box below.

I/We agree to waive my right to a “cooling off” period of five (5) business days, so that my/our application to open the Investment Portfolio Account can be immediately processed and understand that by waiving the cooling-off period the terms and conditions which apply to the Investment Portfolio Accounts will be immediately binding on me/us.

I/We further acknowledge and confirm as follows:

- a) *I/we have filled in the Appropriateness Questionnaire reflecting my/ our current personal and financial circumstances and the information I/we have provided in the Appropriateness Questionnaire is true, accurate and not misleading;*
- b) *I/we have a copy of, have read in full, fully understand the risks associated with, and irrevocably undertake to be bound by the Client Agreement as defined in the Investment Services section of the General Terms (including without limitation the Appropriateness Questionnaire),*
- c) *the nature of the risks involved in availing Investment Services have been thoroughly explained to me/us and I/we understand the same.*
- d) *I/we have read and understood the Risk Disclosure clause set out in the Investment Services section of the General Terms and fully understand and agree to the risks involved in making Investments. I/We further agree to familiarize myself/ourselves with the risks associated with Investments in the relevant Asset, as highlighted in General Terms and any other Product Document containing risk disclosures, prior to making any Investments.*
- e) *it is my/our responsibility to provide the Bank with up-to-date, accurate and correct information in the Investment Risk Profile and to keep the Bank informed of any changes to the said information, in a timely manner. I/We agree to provide updated Investment Risk Profile at such frequency as may be required by the Bank or under Applicable Law;*
- f) *where I/we request custody services, I/we authorise the Bank, without any further notice to me/us, to appoint an Agent to act as a custodian to hold Assets for and on my/our behalf (including an Agent that is within the Bank’s Group). I/We acknowledge and agree that the custody services offered by such Agent shall be subject to the terms and conditions of the relevant Agent, which shall be binding on me/us;*
- g) *I/we am/are required to review each Confirmation and Portfolio Account Statements and notify the Bank in writing of any discrepancy within thirty (30) Business Days of the Confirmation and/or Portfolio Account Statement;*



- h) *I/we understand and agree that the Bank may receive a direct or indirect commission in relation to any Service it performs for me/us, including without limitation when providing Financial Advice pursuant to Investment Services section of the General Terms.*
 - i) *I/We acknowledge that, for the purpose of execution of Investments on my/our behalf, the Bank will debit my/our Account(s) with the Bank and I/we agree to maintain sufficient Cash Sums in such Account(s). I/ We agree that the Bank is not bound to execute my/our instructions for Investments, if there are insufficient Cash Sums in my Account(s) to make such Investments. The Bank may, at its sole discretion, overdraw my/our Account(s) in case of insufficient funds, for execution of my/our instructions, subject to such charges as laid down in the Schedule of Charges, and I/we hereby authorise the Bank for the same.*
 - j) *I/We agree that the Bank may communicate and contract with me/us electronically through any means as the Bank may make available, all of which shall be binding on me/us.*
 - k) **Conflict of Interest:** *(Please select the option below, which is applicable)*
- I/We confirm that I/we have no relationship with any of the following parties, save for as disclosed in this section:*
- i. *the Bank;*
 - ii. *the Bank's board of directors;*
 - iii. *any entity within the Bank's Group; and*
 - iv. *any capital market institutions, any companies publicly listed in the UAE, any other entities licensed by the UAE Securities and Commodities Authority or the board of directors of any such entities.*
- I/We declare that I/we have a relationship with*
- i. *the Bank*
 - ii. *the Bank's board of directors*
 - iii. *any entity within the Bank's Group*
 - iv. *any capital market institutions, any companies publicly listed in the UAE, any other entities licensed by the UAE Securities and Commodities Authority or the board of directors of any such entities.*

I/We request the Bank to open Investment Portfolio Account and Bank accounts for maintaining Cash Sums for the purposes of Investment Services, where applicable, as set out in this application. In doing so I/we:

- i. *confirm that all the information furnished by me/us is true, complete and accurate in all respects and that I/we have not willfully withheld any material fact and will immediately inform the Bank if there are any changes to this information;*



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- ii. *acknowledge and agree that, all transaction instructions submitted on this electronic platform shall be construed as an execution only transaction, and shall be executed by the Bank solely based on my/our instruction, whether or not an Investment Risk Profile has been obtained from me/us. Products available on this platform or the transactions executed on an execution only basis may not be suitable or appropriate for me/us based on my/our knowledge, experience, financial capacity, investment objectives or risk profile. I/We agree that these transactions are executed solely at my/our own risk and I/we am/are responsible for ensuring the suitability of the same; and*
- iii. *have read, understood, acknowledge and accept the General Terms (including the Investment Services section of the General Terms) and the Digital Wealth Schedule of Charges in relation to my/our Investment Portfolio Accounts on this electronic platform. I/We acknowledge that the Bank has the right to amend the fees and costs and terms and conditions which apply to the Bank account(s) and/or Investment Portfolio Accounts including the Bank's General Terms, by notice in writing in accordance with Applicable Law, which I/we agree and accept to abide by, whether in Arabic or English language.*

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