

## Fee Schedule

### Discretionary Portfolio Management Services

#### Interpolitan Money DIFC Limited

**This Agreement** is made and entered into on the date of execution set forth in Schedule A, by and between:

**Interpolitan Money DIFC Limited**, a company incorporated in the Dubai International Financial Centre (DIFC) and authorized & regulated by the Dubai Financial Services Authority (DFSA) as a Category 3C firm with permissions of Managing Assets and an endorsement to hold and control Client Funds, having its registered address at office 109, Level 1, Tower A, Damac Park Towers, DIFC, Dubai, UAE. Also referred to as Portfolio Manager in the document.

AND

The person or entity identified in Schedule A (hereinafter referred to as the "Client"), (collectively, the "Parties" and individually a "Party").

#### 1. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement but not defined herein shall have the meaning assigned to them in the glossary module of DFSA.

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meanings assigned to them hereunder respectively:

- 1.1 **"Affiliate"** in relation to the Portfolio Manager, shall include any company, body corporate, firm, individual or other person who is in any manner associated with or related to the Portfolio Manager including any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company Controlling, Controlled by or under common Control with the Portfolio Manager.
- 1.2 **"Anti-Money Laundering (AML)"** Policies and laws designed to prevent "money laundering" – i.e. stopping criminals from hiding illegal funds through the financial system. In practice, AML measures require the firm to verify clients' identities, monitor transactions, and report suspicious activity.
- 1.3 **"Arm's-Length (transactions)"** An arm's-length transaction is one where the parties act independently and have no special relationship, so that they negotiate fairly as if they were strangers.
- 1.4 **"Agreement"** means this agreement and shall include all schedules and annexures attached hereto, the Application and any applicable Mandates, Investment Objectives and any other instructions and communication exchanged between the Parties under this Agreement.
- 1.5 **"Applicable Laws"** means any applicable local or national statute, regulation, notification, circular, ordinance, requirement, directive, guideline or announcement issued by an Authority (including but not limited to the Rules and Regulations).

- 1.6 **“Application”** means the application form(s) completed and signed by the Client for the purposes of applying for the Discretionary Portfolio Management Services under this Agreement.
- 1.7 **“Assets”** means (i) the Portfolio and/or (ii) the Funds.
- 1.8 **“Authority”** means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government including but not limited to the DFSA and UAE Central Bank.
- 1.9 **“Bank Account”** means one or more bank accounts or Payment Accounts opened by the Client in his own name or an account common to all clients of the Portfolio Manager opened by the Portfolio Manager, as the case may be, both maintained and operated by the Portfolio Manager for the purposes of this Agreement and as permitted under the Applicable Laws.
- 1.10 **“Broking Account”** means one or more accounts with any broker opened by the Client in his own name or an account common to all clients of the Portfolio Manager opened by the Portfolio Manager, as the case may be both maintained and operated by the Portfolio Manager for the purposes of this Agreement and as permitted under the Applicable Laws.
- 1.11 **“Business Day”** means a day (other than a Saturday, Sunday, a public holiday or a day on which markets are closed for transactions) on which the Portfolio Manager is open for business in the city in which it provides Services to its clients.
- 1.12 **“Control”** means the power to direct or influence the direction of the management and policies of an entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity directly or indirectly owning more than 30% of the voting securities of the first-mentioned entity shall be deemed to control the first-mentioned entity. The terms “Controlling” and “Controlled” shall have a corresponding meaning.
- 1.13 **“Counter-Terrorist Financing (CFT)”** Measures and laws aimed at preventing the financing of terrorism. CFT goes hand-in-hand with AML – the firm must ensure that client funds are not used to support terrorism.
- 1.14 **“Custodian”** means any custodian registered & regulated under acceptable jurisdictions as custodian of the Portfolio, or any other custodian with whom the Portfolio Manager or the Client enters into an agreement for the provision of custodial services.
- 1.15 **“Discretionary Portfolio Management Services” or “Services”** means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement, whereby the Portfolio Manager exercises discretion with respect to investments or management of the Portfolio of Securities or the Funds of the Client
- 1.16 **“Exchange”** means any stock or listed market regulated under the country’s capital market regulations.
- 1.17 **“FATCA”** means:
- i. sections 1471 to 1474 of the Internal Revenue Code or any associated regulation, instruction or other official guidance, as amended from time to time;

- ii. any treaty, law, regulation, instruction or other official guidance enacted or amended in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above;
  - iii. any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction; or
  - iv. any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (a), (b) or (c) enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction, including, without limitation, any governmental or intergovernmental agreement for the cross border exchange of tax information applicable in any jurisdiction, the EU Savings Directive (Council Directive 2003/48/EC) and any multilateral tax information exchange;
- 1.18 **“Common Reporting Standard (CRS)”** An international tax information-sharing system developed by the OECD. Under CRS, financial institutions report clients’ financial account information to tax authorities across countries.
- 1.19 **“Dubai International Financial Centre (DIFC)”** A special financial zone in Dubai with its own legal and regulatory system. Many financial companies (including the Portfolio Manager) are based in the DIFC, and DIFC laws/courts govern this agreement.
- 1.20 **“Dubai Financial Services Authority (DFSA)”** The independent regulator for financial services in the DIFC. The DFSA sets rules and standards that the Portfolio Manager must follow (similar to a financial watchdog overseeing the firm’s activities).
- 1.21 **“Category 3C”** A type of DFSA license that allows a firm to manage assets for clients. In practice, “Category 3C” means the company is authorized to provide asset management services (like discretionary portfolio management) under DFSA regulations.
- 1.22 **“Professional Client”** In DFSA rules, a Professional Client is an investor who meets certain wealth or experience criteria (for example, institutions, high-net-worth individuals, or those with sufficient financial knowledge). They are considered more sophisticated, so they aren’t given the same regulatory protections as everyday retail customers.
- 1.23 **“Retail Client”** Under DFSA regulations, a Retail Client is an ordinary consumer investor who doesn’t meet Professional Client criteria. Retail Clients are given extra protections (for example, more disclosures and rights).
- 1.24 **“Retail Client Endorsement”** A special permission from the DFSA that would allow a firm to deal with Retail Clients.
- 1.25
- 1.26 **“Funds”** means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes the monies mentioned in the Application, any monies placed by the Client from time to time with the Portfolio Manager for the purposes of being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividends and other monies arising from the Assets, so long as the same is managed by the Portfolio Manager

- 1.27 **“Hedging”** A risk-reduction strategy. Hedging means making an investment to offset potential losses on another investment.
- 1.28 **“Encumbrance”** An encumbrance is a claim, right, or interest on an asset that might restrict its free use or transfer. In plain language, it's like a burden on the asset – for example, a lien, charge, or pledge.
- 1.29 **“Lien”** A legal right to keep possession of property belonging to another person until a debt owed by that person is discharged. In this agreement, a lien means the Portfolio Manager can hold onto or refuse to release the client's assets if the client hasn't paid fees owed.
- 1.30 **“Investment Objectives”** means the investment objectives as may be agreed by the Client and the Portfolio Manager as detailed in the Application and the Mandate(s).
- 1.31 **“Losses”** means all losses, costs, expenses, damages and liabilities.
- 1.32 **“Mandate”** means the document completed by the Client from time to time setting out the Investment Objectives, portfolio allocation guidelines, fees payable and such other matters as agreed between the Client and the Portfolio Manager in relation to the management of the Assets under this Agreement.
- 1.33 **“Margin”** In this context, “margin” is a collateral deposit or security amount. It's money set aside to cover potential losses in certain investments (like derivative trades).
- 1.34 **“Derivative”** A financial contract whose value is based on an underlying asset or benchmark. Common examples of derivatives include futures, options, or swaps.
- 1.35 **“Portfolio”** means the total holdings of Securities belonging to any Person managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any Securities mentioned in this Agreement, any further Securities placed by the Client with the Portfolio Manager for the purposes of being managed pursuant to this Agreement, Securities acquired by the Portfolio Manager through investment of Funds and bonus and rights shares and on account of any corporate actions in respect of Securities forming part of the Portfolio, so long as the same are managed by the Portfolio Manager pursuant to this Agreement.
- 1.36 **“Portfolio Management Fees”** shall have the meaning given to it in Clause 10(a) below.
- 1.37 **“Power of Attorney”** shall mean:
- (a) the power of attorney to be executed by the Client in favour of the Portfolio Manager in the form required by the Portfolio Manager; and
  - (b) such other power of attorney as the Portfolio Manager may require the Client to execute from time to time.
- 1.38 **“Right of Set-off”** The right to offset mutual debts. In simpler terms, if the client owes the Portfolio Manager money (like unpaid fees), the firm can deduct that amount from any funds it owes to the client or is holding for the client.
- 1.39 **“Securities”** means “securities” as defined under DFSA regulations, a “Security” refers to any transferable financial instrument including shares, debentures, bonds, notes, or other instruments acknowledging indebtedness. It also includes units in collective investment funds, warrants, and certificates representing securities. Money market instruments like treasury bills and commercial

paper are typically treated as debt securities. For the purpose of this document the term “securities” have been used to refer US Treasury Bonds.

1.40 **“Securities Account”** means one or more account with any depository participant opened by the Client in his own name or an account common to all clients of the Portfolio Manager opened by the Portfolio Manager for the purpose of executing trades on a pooled basis by the Portfolio Manager, as the case may be both maintained and operated by the Portfolio Manager for the purpose of this Agreement.

1.41 **“Interpolitan Money Group”** means Interpolitan Money DIFC Limited including without limitation, Interpolitan Money PLC, Interpolitan Money Canada Inc, Interpolitan Global Private Limited, Interpolitan Money DIFC Limited and any member of Interpolitan Money Group shall be construed accordingly.

## 2. Appointment and Scope

- a) This Agreement sets out the terms and conditions governing the Discretionary Portfolio Management Services provided by Interpolitan Money DIFC Limited. These terms shall apply exclusively to the services described herein and supersede any prior understandings or communications relating to such services.
- b) The Portfolio Manager agrees to provide Discretionary Portfolio Management Services, which may include investment execution, portfolio rebalancing, and management of Securities in accordance with the Client's investment objectives and mandate. The Portfolio Manager is authorised by the DFSA under Category 3C to provide Managing Assets services and does not offer deposit-taking, lending, or fund management activities.
- c) In the event of any conflict between the terms and conditions of this Agreement and Applicable Laws, the Applicable Laws shall prevail.
- d) The Portfolio Manager shall be entitled to take such actions or steps, or omit to take any actions or steps, as it considers necessary to ensure compliance with Applicable Laws, including actions to mitigate any loss arising from changes in Applicable Laws. Any such actions or steps taken by the Portfolio Manager shall be binding upon the Client.

## 3. Appointment of the Portfolio Manager

The Client hereby appoints Interpolitan Money DIFC Limited, a DFSA-authorised firm under Category 3C, to provide Discretionary Portfolio Management Services in accordance with the terms and conditions set out in this Agreement.

## 4. Functions of the Portfolio Manager

- a) In relation to the Discretionary Portfolio Management Services, the Portfolio Manager shall independently manage the Client's Assets in accordance with the provisions of this Agreement and with a view to achieving the Investment Objectives as set out in the Application and the Mandate(s).
- b) The Portfolio Manager shall have full discretion to manage the Assets, including making investment and divestment decisions, without prior approval from the Client. All such decisions

made in good faith and in accordance with the agreed mandate shall be final and binding on the Client.

## **5. Discretionary Portfolio Management Services**

- a) For the consideration and on the terms and conditions contained herein, the Portfolio Manager agrees to provide the Client with Discretionary Portfolio Management Services.
- b) The Client hereby entrusts the Assets to the Portfolio Manager for the purpose of providing the Discretionary Portfolio Management Services under this Agreement.
- c) Simultaneously with the execution of this Agreement, the Client shall, if requested by the Portfolio Manager, execute and deliver a Power of Attorney in the format specified by the Portfolio Manager authorizing the Portfolio Manager to act on behalf of the Client for the purposes of rendering the Services. The Client shall also execute additional Powers of Attorney from time to time, as may be required, in accordance with Applicable Laws.
- d) The Client hereby authorizes the Portfolio Manager to take all actions necessary or advisable for the provision of the Services, including but not limited to:
  - i. operating the Bank Account(s) and Securities Account(s);
  - ii. transferring the Funds and Portfolio to the relevant accounts;
  - iii. managing the Portfolio by purchasing, subscribing for, selling, redeeming, or otherwise dealing with Securities in accordance with the agreed Mandate;
  - iv. holding the Assets in the name of the Client or in the name of a custodian, nominee, or agent as permitted under Applicable Laws;
  - v. appointing and instructing brokers, custodians, depository participants, banks, fund accounting service providers, and other intermediaries in relation to the Services;
  - vi. receiving contract notes;
  - vii. receiving dividends, interest, and other income in respect of the Assets;
  - viii. subscribing for rights or other entitlements;
  - ix. paying charges or pro-rated fees to any appointed Custodian;
  - x. paying all amounts due in connection with the Services, including Portfolio Management Fees and related expenses;
  - xi. monitoring corporate actions to ensure all benefits accrue to the Client.
- e) The Portfolio may be held in a Securities Account in the name of the Client or in such other manner as permitted under Applicable Laws.
- f) The Client agrees and acknowledges that:
  - i. they are classified as a Professional Client as defined in DFSA COB Rule 2.3.3 and consent to this classification;

- ii. as a Professional Client, certain protections available to Retail Clients under DFSA rules do not apply. The Client has been informed of their right to request reclassification; however, such a request would result in the discontinuation of services, as the Firm does not hold a Retail Client endorsement;
  - iii. the Portfolio Manager shall have full discretion to invest and manage the Assets, including decisions on investment type, timing, and execution, without prior notice or approval from the Client;
  - iv. Bank Account(s) may be opened in the name of the Client or in the name of the Portfolio Manager (designated as IMDIFCL Client Account or Interpolitan Money DIFC Client Account) as permitted under Applicable Laws. Where pooled accounts are used, the Portfolio Manager shall maintain individual records for each Client.
- g) The Client confirms that they have conferred full discretion on the Portfolio Manager and agree to accept all decisions made in good faith. The Portfolio Manager shall only be liable in cases of bad faith, fraud, undisclosed conflict of interest, or gross negligence.
  - h) The Client shall not provide instructions to the Portfolio Manager regarding specific investment decisions, except through preferences expressed in the Mandate(s).
  - i) The Services and this Agreement shall be subject to Applicable Laws in force from time to time. The Portfolio Manager shall not be required to act in a manner contrary to such laws.
  - j) The Portfolio Manager may place funds by way of margin with brokers, solely for settlement or hedging purposes, as permitted under Applicable Laws.
  - k) The Portfolio Manager shall not pledge or lend the Assets to any third party without the Client's written consent, except for margin placements related to permitted derivative transactions.
  - l) Until termination of this Agreement and receipt of a no-objection confirmation from the Portfolio Manager, the Client shall not instruct any Custodian or intermediary regarding the Assets or create any encumbrance over the Assets.
  - m) The Client authorizes the Portfolio Manager to act through its officers, employees, or authorized delegates ("Sub-delegates") and to delegate its functions to such Sub-delegates as permitted under Applicable Laws.
  - n) Where the Client is a partnership, Assets may be held in the name of one or more partners. Where the Client is a body corporate, Assets may be held in the name of the entity.
  - o) The Client agrees to execute all documents and take all actions reasonably required by the Portfolio Manager to perform its obligations under this Agreement.
  - p) If the Client is a body corporate or other non-individual entity, the Portfolio Manager may rely on instructions given by any person it reasonably believes to be duly authorized. The Client shall promptly notify the Portfolio Manager of any revocation of such authority.
  - q) The Portfolio Manager may disclose the Client's identity to issuers, agents, or regulatory authorities if required under Applicable Laws.
  - r) The Portfolio Manager shall act in a fiduciary capacity and disclose any actual or potential conflicts of interest to the Client, obtaining consent where appropriate.

## 6. Investment objectives and guidelines

- a) The Portfolio Manager shall invest the Client's Assets with a view to achieving the Investment Objectives as agreed in the Mandate.
- b) If the Client has any restrictions regarding investing in specific Securities or issuers, or under Applicable Laws, the Client shall inform the Portfolio Manager in writing. In the absence of such disclosure, the Portfolio Manager shall presume that no such restrictions apply.
- c) The Client acknowledges that any restrictions may limit the Portfolio Manager's ability to optimize the portfolio and may affect the achievement of the Investment Objectives.
- d) The Portfolio Manager shall have full discretion to invest the Client's Assets in any type of Security permitted under Applicable Laws and DFSA regulations, and to make changes to the investments in such manner and markets as it deems appropriate. Investment decisions may vary across Clients based on individual objectives and market conditions. All decisions made in good faith shall be final and binding unless the Client establishes bad faith, fraud, gross negligence, or undisclosed conflict of interest.
- e) The objective of the Discretionary Portfolio Management Services is to manage and administer the Client's Assets in line with the agreed Investment Objectives. The Client acknowledges that there is no guarantee of returns or capital preservation, and all investment risks shall solely vest with the Client.
- f) Investments may be restricted based on the instructions contained in the Investment Objectives.
- g) All transactions, including those between Client accounts, shall be executed at prevailing market prices.
- h) The Portfolio Manager may apply for, subscribe, acquire, redeem, exchange, or otherwise deal in Securities on behalf of the Client, and may vary the investments as it deems fit in accordance with the Mandate and Applicable Laws.
- i) All benefits, returns, and entitlements arising from the Client's investments shall be credited to the Client's designated account. Rights issues and similar corporate actions shall be exercised unless instructed otherwise in writing by the Client.
- j) Any future investments shall be governed by the terms of this Agreement and any supplemental agreements.
- k) Subject to Applicable Laws and the Mandate, the Portfolio Manager may invest in derivatives for hedging or rebalancing purposes, provided such instruments are permitted under DFSA regulations.
- l) Upon sale of Securities, the Portfolio Manager shall endeavour to credit proceeds to the Client's account on the same or next Business Day.



- m) Transactions shall be executed through authorized brokers at market prices. The Portfolio Manager may also use private placements or other permitted arrangements.
- n) Where applicable, portfolio performance may be benchmarked against a relevant index, which shall be communicated to the Client. The Client acknowledges that such benchmarks may not fully reflect the portfolio's composition or strategy.
- o) The Portfolio Manager shall not engage in speculative transactions or invest in instruments prohibited under DFSA regulations. All transactions shall be settled by actual delivery or transfer of Securities.
- p) The Portfolio Manager may enter into derivative transactions for hedging purposes, subject to DFSA rules and the Client's Mandate. The Client acknowledges that such transactions may require margin payments and involve associated risks.

## **7. Maintenance of Various Accounts by Clients**

- a) The Portfolio Manager may aggregate transactions across client portfolios where appropriate and allocate them on a pro-rata basis at the weighted average price ("Pool Basis").
- b) The Portfolio Manager may require the Client to open a Bank Account in the Client's name or may open a designated Client Money Account in its own name for and on behalf of the Client, in accordance with DFSA Client Money rules.
- c) The Portfolio Manager may require the Client to open a Securities Account in the Client's name or arrange for Securities to be held in a segregated account in accordance with DFSA custody requirements.
- d) The Portfolio Manager may require the Client to open a Broking Account or may execute trades through a pooled broking arrangement, ensuring proper allocation and transfer of Securities to the Client's account.
- e) Where transactions are executed on a Pool Basis, allocations will be made on a pro-rata basis. The Portfolio Manager may round allocations to ensure whole units are assigned.
- f) The Client agrees to execute all necessary documentation and provide required information to facilitate account setup and maintenance.
- g) Where transactions are executed on a Pool Basis, the Client will receive a statement of account reflecting allocations, rather than individual contract notes.

## **8. Custody and Safekeeping**

- a) The Portfolio Manager shall exercise reasonable care and diligence in arranging for the safe custody of the Assets and may use a Custodian or other agent for this purpose, at the Client's cost.
- b) The Portfolio Manager shall not be liable for loss or damage to Securities unless caused by its own negligence.

## **9. Minimum Investments:**

- a) The Client shall maintain the minimum investment amount as stipulated by the Portfolio Manager, which shall not be less than the DFSA-prescribed minimum.
- b) The Portfolio Manager may define a higher minimum investment threshold and may restrict withdrawals that reduce the portfolio below this level.

## **10. Charges and Fees**

- a) The Client agrees to pay Portfolio Management Fees as set out in the Mandate. Fees may be deducted from the Client's account using the Power of Attorney.
- b) Taxes paid by the Portfolio Manager on behalf of the Client shall be reimbursed by the Client.
- c) The Portfolio Manager may revise fees with prior Client consent.
- d) Withdrawals may be restricted until outstanding fees are settled.
- e) All costs and expenses incurred in connection with the Services shall be borne by the Client.
- f) The Client shall bear costs related to any dispute over ownership of Assets.
- g) The Portfolio Manager may liquidate Assets to recover outstanding amounts.
- h) The Portfolio Manager shall have a lien and right of set-off over the Assets for unpaid fees.
- i) The Client consents to FATCA & CRS - related deductions and indemnifies the Portfolio Manager for any related liabilities.

## **11. Conflicts of Interest and takeover obligations**

- a) The Client shall disclose any restrictions on Securities transactions.
- b) The Portfolio Manager may transact in Securities for its own account or other clients, and may receive commissions or fees from third parties, provided such arrangements are disclosed.
- c) Investment decisions under this Agreement are independent of other divisions of Interpolitan Money Group.
- d) Transactions with Affiliates shall be conducted on an arm's-length basis.
- e) The Portfolio Manager may retain commissions received from issuers or intermediaries.
- f) Any remuneration received from third parties shall be disclosed to the Client.
- g) The Portfolio Manager shall disclose any actual or potential conflicts of interest.

## **12. Indemnification**

- a) The Client shall indemnify the Portfolio Manager and its delegates against losses arising from the Client's breach or failure to comply with this Agreement, except in cases of gross negligence or fraud.

b) The Client confirms compliance with Applicable Laws and undertakes to maintain such compliance.

c) The Client hereby undertakes to the Portfolio Manager that:

- i. all actions required to be taken (including obtaining any consents, filings, or registrations with any entity, or any payment of any stamp or other duties, taxes or fees) have been or will be taken as may be required by Applicable Laws, including to enable the Client lawfully to enter into and perform its obligations under this Agreement and to make this Agreement admissible in evidence in the courts of law in DIFC and or UAE.
- ii. the Client will comply with the Applicable Laws applicable to all transactions entered into pursuant to this Agreement and all Services provided under this Agreement and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference

The provisions of this Clause 12 shall survive the termination of this Agreement

### **13. Statement & Information**

- a) The Portfolio Manager shall provide periodic reports in accordance with DFSA requirements.
- b) Reports shall include portfolio composition, transactions, income, expenses, and risk disclosures.
- c) The Portfolio Manager is not obliged to report on non-portfolio assets.
- d) Errors in reports shall be corrected promptly.
- e) Upon termination, a final statement shall be provided.
- f) The Client may inspect certain documents during business hours.
- g) The Portfolio Manager shall ensure fair and accurate reporting.

### **14. No warranty of Portfolio Manager**

The Portfolio Manager does not guarantee returns or performance. The Client acknowledges investment risks, including market volatility, regulatory changes, and force majeure events.

### **15. Liability of the Portfolio Manager**

- a) The Portfolio Manager does not guarantee returns or capital preservation.
- b) The Portfolio Manager is not liable for losses unless caused by gross negligence or fraud.
- c) The Client is responsible for tax compliance and should seek independent tax advice.
- d) The Portfolio Manager is not liable for breaches of law by the Client or third parties not appointed by it.
- e) Liability is limited to direct losses and capped at the fees received under this Agreement.

- f) The Portfolio Manager may act to comply with Applicable Laws even if inconsistent with this Agreement.

## **16. Risk Disclosure**

- a) Investment in Money Market instruments involves risk of loss of principal; capital is not guaranteed.
- b) Issuer default or downgrade may result in partial or total loss of investment.
- c) Changes in interest rates can reduce returns and affect the value of instruments.
- d) In stressed market conditions, you may face delays or inability to liquidate positions.
- e) DFSA and DIFC regulations may change, impacting product features or your rights.
- f) Past performance does not indicate future results; returns are variable and not assured.
- g) All investments are subject to Anti-Money Laundering (AML), Counter-Terrorist Financing (CFT), and international sanctions compliance requirements; transactions may be delayed, blocked, or reported as required by law.

## **17. Withdrawal**

- a) The Client may withdraw Assets subject to Applicable Laws and minimum investment thresholds.
- b) At least one Business Day's notice is required for withdrawals.

## **18. Term and termination**

- a) This Agreement remains in force until terminated.
- b) The Portfolio Manager may terminate the Agreement under specified circumstances.
- c) The Client may withdraw Assets upon termination.
- d) Either party may terminate with 30 days' notice.
- e) Upon termination, Assets shall be returned in cash as instructed.
- f) Termination due to incapacity or death shall be handled as per Applicable Laws.
- g) The Portfolio Manager may recover costs incurred during post-termination custodianship.
- h) Nominee arrangements shall be honoured subject to Applicable Laws.
- i) Certain clauses shall survive termination.
- j) The Portfolio Manager may complete pending transactions post-termination.

## 19. Notices

Customers will be notified of any material changes to these Terms and Conditions or other relevant compliance matters through one or more of the following communication channels:

- a) Email notifications to the registered email address on file
- b) Website updates posted on our official domain
- c) SMS alerts where applicable
- d) In-app notifications (if using a digital platform)
- e) Periodic newsletters summarizing key regulatory updates
- f) Customer service outreach via phone or secure messaging

By continuing to use our services, you acknowledge and agree to receive such communications. It is your responsibility to ensure that your contact details remain accurate and up to date.

## 20. Representation and Warranties

The Client hereby represents and warrants to the Portfolio Manager as follows:

- a) The Client has full power, capacity and authority to execute, deliver and perform its obligations under this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to ensure compliance with Applicable Laws to enter into, exercise its rights and comply with its obligations under this Agreement in accordance with its terms and such actions are in full force and effect and will continue to be taken, including as to any approvals or authorizations required and as to disclosure requirements and regulatory reporting obligations and the Client will provide proof of the same to Portfolio Manager as reasonably required.
- b) This Agreement has been duly executed and delivered by the Client and constitutes the legal, valid and binding obligations of the Client, enforceable against the Client in accordance with their terms.
- c) The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
  - i. any law to which the Client is subject; or
  - ii. any order, judgment or decree applicable to the Client; or
  - iii. any term, condition, covenant, undertaking, agreement or other instrument to which the Client a party or by which it is bound.
- d) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature or negative reputational issues existing, threatened or pending against the Client that may prejudice the due performance or enforceability of this Agreement. In the event of any of

the above being commenced against the Client, the Client shall promptly provide written disclosure of the same to the Portfolio Manager.

- e) All information provided and the statements made in the Application and other account opening documentation (including but not limited to the relevant client details forms) are true and are not misleading (whether by reason of an omission to state a particular fact or otherwise as at the time of completing the account opening documentation or at any time thereafter).
- f) The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information or documents as may be reasonably requested by the Portfolio Manager from time to time: (i) in any “know your client” form (including any client profiler or client details form) in order to update the information provided by the Client at the time of entering into this Agreement and thereafter, (ii) to enable the Portfolio Manager to perform its obligations under this Agreement and (iii) to enable the Portfolio Manager to comply with any laws, regulations and policies (including, without limitation, “know your client” regulations/policies).

The Client shall inform the Portfolio Manager within three Business Days of any change in the information provided to the Portfolio Manager including without limitation information provided to the Portfolio Manager at the time of account opening. In particular, the Client must update the Portfolio Manager with:

- (1) any changes in the Client’s residential status or information such as the Client’s address,
  - (2) any restrictions that have been or are imposed upon the acquisition of Securities by the Client and
  - (3) any changes that are relevant to the Client’s Tax Obligations. Some services may no longer be available if the Client’s status changes (for example, if the Client becomes resident in another country). If the Client does not update the Portfolio Manager, the Client may not receive notices of changes to this Agreement.
- g) The Client complies with and will continue to comply with the Client’s confidentiality obligations under this Agreement.
  - h) The Client is, and shall always be, acting as a principal and not as an agent of or on behalf of any other person.

## **21. Survival**

The termination of this Agreement, for any reason whatsoever shall not affect in any manner the rights, obligations and liabilities accruing to or incurred by the Parties prior to such termination

## **22. Confidentiality and Data Protection**

- a) The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information obtained from or learned about the Portfolio Manager, including without limitation, its investment strategy or holdings or its products or services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without the Portfolio Manager’s written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or (iii) is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of the Applicable Laws

- b) The Client consents and authorises the Portfolio Manager to hold and process any personal information relating to the Client (including information relating to repayment or fulfillment of the Client's obligations under this Agreement or failure thereof, details of any of the Client's accounts, assets, transactions and account relationship with the Portfolio Manager (if any)), biometric information to uniquely identify the Client and financial information obtained by us in connection with or pursuant to this Agreement and dealings between the Portfolio Manager and the Client, whether it concerns the Client, its relevant beneficial owner(s) (if applicable) or acquaintances (collectively, "Information"). The Portfolio Manager will keep Information confidential and only disclose it to the extent provided for in this Agreement.
- c) The Client consents and authorizes the Portfolio Manager, its officers and employees to use, store, process, disclose, transfer (including outside the place in which the Client's accounts are held) and exchange Information to or with any person that the Portfolio Manager considers necessary:
  - i. for any purpose in connection with services that the Portfolio Manager provides to the Client;
  - ii. in connection with matching any Information with other information in the Portfolio Manager's possession that relates to the Client;
  - iii. in order to comply with Applicable Laws;
  - iv. to ensure compliance with present or future contractual or other commitment with local or foreign regulatory authorities;
  - v. in accordance with Interpolitan Money Group's policy on collection, use and disclosure of information as set out in statements, circulars, notices or other terms made available by the Portfolio Manager to the Client;
  - vi. in connection with the Portfolio Manager's legitimate business interests (e.g. for credit scoring, market analysis and management purposes); and
  - vii. in order to meet the Portfolio Manager's or any Interpolitan Money Group company's obligations to counterparties or any relevant regulatory authority (including any requests or reporting as may be stipulated by any relevant regulator from time to time);
  - viii. for risk management purposes
- d) The recipients of Information under Clause 22(c) above may include the following persons or entities, wherever located:
  - i. any Interpolitan Money Group company, divisions of Interpolitan Money PLC and the head office, branches, representative offices, directors, officers and employees of any Interpolitan Money Group;
  - ii. any agent or independent contractor of any Interpolitan Money Group company;
  - iii. any actual or potential assignee, novatee, transferee, participant, sub-participant or successor (or any agent, adviser, actual or potential investor, in or of any of the

foregoing) in relation to any of the Portfolio Manager's rights or obligations under this Agreement or any other agreement;

- iv. any professional adviser or service provider to any Interpolitan Money Group company;
  - v. the agents and advisers to the Client;
  - vi. any court, tribunal or regulatory, supervisory, governmental or quasi- governmental authority that has jurisdiction over any Interpolitan Money Group company;
  - vii. any person who is entitled to demand or request the relevant Interpolitan Money Group company to make disclosure, including banks, financial institutions, credit reference agencies and any person to whom it is in the Interpolitan Money Group company's interests to make disclosure;
  - viii. any other third party provider of services (including, but not limited to, any stock exchange, depository, depository agent, clearing system, trade repository, fund registrar or fund manager, nominee or custodian, issuer, manager or underwriter of Securities) selected by the relevant Interpolitan Money Group company;
  - ix. any other third party provider of services engaged or to be engaged by the Client;
  - x. any person for the purpose of wire transfer;
  - xi. in the event of default, any debt collection agent appointed by the relevant Interpolitan Money Group company;
  - xii. any person or entity to whom the relevant Interpolitan Money Group company is required by any law, competent court or tribunal, police or other government authorities to make disclosure; and
  - xiii. any person or entity if the Portfolio Manager determines in its absolute discretion that disclosure is: (i) necessary or desirable in the performance of the Portfolio Manager's or a Interpolitan Money Group company's function; or (ii) in the interests of the Portfolio Manager or an Interpolitan Money Group company
- e) Information may be transferred out of the jurisdiction from which it was supplied. The laws concerning confidentiality and data protection may be more or less stringent in the jurisdiction to which the Information is transferred.
- f) If the Portfolio Manager transfers Information to one of its service providers or agents outside the jurisdiction where the Portfolio Manager provides its services to the Client, the Portfolio Manager will require that the service provider or agent agrees to apply the same level of protection as the Portfolio Manager is required to apply to the Information in the jurisdiction where the Portfolio Manager provides its services to the Client.
- g) The Portfolio Manager may, if permitted under Applicable Laws, outsource data and transaction processing, financial and transaction reporting, custody, risk management, execution, operational and any other functions to any person in any jurisdiction. The Client authorises the relevant service provider to process and deal with their Information for the purpose of providing services to the Client.



- h) For the avoidance of doubt, the Client expressly and irrevocably consents to the Portfolio Manager, any Interpolitan Money Group company and their respective employees, agents and brokers at any time disclosing the Client's Information under the Applicable Laws for the purposes and to the persons listed in Clause 24(d) above.
- i) Where the Client provides the Portfolio Manager with personal, biometric or financial information relating to others (e.g. dependants, other family members, a joint accountholder, its officers, employees, partners, shareholders and/or other persons who may have a beneficial interest in the Client), the Client confirms that the Client has their consent, or are otherwise entitled, to disclose the information to the Portfolio Manager on the understanding that the Portfolio Manager will use it in accordance with this Agreement (e.g. the Portfolio Manager will process the information in order to provide its services). The Client undertakes to procure all relevant consents, authorizations and/or approvals from these persons for their personal data to be collected, held, processed, used and/or disclosed by the Portfolio Manager as it may reasonably request for or in connection with the performance by the Portfolio Manager of its obligations under or in connection with this Agreement.
- j) The Client is aware that the Client has the option to at any time withdraw this consent and where such consent is withdrawn, the Client understands that the Portfolio Manager may, at its discretion, discontinue the provision of services for which the Information was sought.
- k) The Client specifically waives any applicable laws, regulations or provisions (including corporate secrecy laws) regarding confidentiality in each jurisdiction, including without limitation, United Arab Emirates, to the fullest extent permitted under such laws.
- l) Subject to restrictions imposed by Applicable Laws, the Portfolio Manager's rights to retain and disclose the Client's Information under this section will continue after this Agreement is terminated or the Portfolio Manager ceases to provide services to the Client.
- m) The Portfolio Manager shall ensure that any transfer of personal data outside the DIFC complies with the DIFC Data Protection Law (Law No. 5 of 2020), including ensuring adequate safeguards and contractual protections with third-party service providers.

### **23. Limitations of Liability**

Notwithstanding what is stated herein, the liability of the Client to the Portfolio Manager is limited to the investment made in the Client's name through the Portfolio Manager.

### **24. Amendment, Variations and Modifications**

- a) The Portfolio Manager may at any time amend, vary or modify this Agreement, by providing written notice to the Client. Unless prohibited by Applicable Laws, the Portfolio Manager will give the Client notice (by notices in newspapers that the Portfolio Manager selects, by post or Electronically) of any change made under this clause at least 30 days in advance of the change coming into effect.

However, the Portfolio Manager may introduce changes as soon as it gives the Client notice if the Portfolio Manager considers they are necessary, or to take account of legal or

regulatory requirements, or if they are technical or procedural in nature and the Portfolio Manager reasonably believes they will help the Portfolio Manager to improve its service to the Client. Where the Portfolio Manager does so:

- i. it will tell the Client the date the change comes into effect; and
  - ii. if notice is given to the Client at the most recent physical or email address the Portfolio Manager has for the Client, the Client will be treated as having agreed to be bound by that change with immediate effect or 30 days after the notice is deemed to have been received by the Client (as the case may be), unless the Client terminate this Agreement under the following paragraph.
- b) If the Client does not want to be treated as accepting a change, the Client must, before it comes into effect, tell the Portfolio Manager that the Client wants to terminate this Agreement. The continued use of the Portfolio Manager's services by the Client shall constitute acknowledgment and acceptance of such amendment(s), variation(s) and/or modification(s) by the Client.
- c) If any changes occur in the laws governing this Agreement or the Discretionary Portfolio Management Services but the policies of the Portfolio Manager governing this Agreement or the Discretionary Portfolio Management Services are more stringent, then the said policies shall continue unaltered.

## 25. Invalidity

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

## 26. No Waiver

- a) No forbearance, failure or delay by the Portfolio Manager in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege preclude any other further exercise thereof or the exercise of any other right.
- b) All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by Applicable Law, in equity or otherwise.

## 27. Interpretation

The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

In this Agreement, any reference to the singular includes the plural, and any reference to the plural includes the singular, and words importing the masculine gender shall include the feminine gender and neuter gender and vice-versa.

## 28. Governing Law and Jurisdiction

- a) This Agreement shall be governed by the laws of the DIFC, and any amendments made thereto from time to time.
- b) This Agreement shall at all times take effect as having been made, entered into and to be performed in DIFC and the Parties shall be deemed to have submitted to the exclusive jurisdiction of the competent DIFC Courts. The Client and Portfolio Manager agree to refer any claims and/or disputes only to arbitration and the court of law shall only have jurisdiction in respect of matters referable to a court of law under the relevant Arbitration Act in UAE or otherwise.

Fee Structure	Values	Frequency
Upfront Fees	\$5,000	One time – billed during onboarding
Management Fees	1.0%	Management Fees will be calculated on the Average Daily Portfolio value. The Fees will be charged at the end of each calendar month. In case of an exit, fees will be calculated on pro-rata basis.
Exit Fees	0.15%	Exit fees will be payable on the amount of the withdrawal from the corpus invested.

## Other Charges

Category	Values	Frequency
Transaction Fees	\$15	Investment & Redemption into the Pool Account
Custodian Fee	At Actuals	Fees charged by the Custodian to hold client assets or funds
Fund Accounting	At Actual	Fees charged by the Custodian to provide Fund Accounting services
Taxes	At Actual	As per Applicable Laws

Bank Charges	At Actual	Fees charged by banks to hold client funds or transaction fees charged by the clients.
<div> <div>For Interpolitan Money DIFC Limited</div> <div>&lt;&lt;&lt;Client Name&gt;&gt;&gt;</div> </div>		
Name		
Title		
Date		
Signature		

## Mandate Form

Nature of Information	Details
Scheme Name	Investment & Redemption into the Pool Account
Investment Objective	Fees charged by the Custodian to hold client assets or funds
Basis of Selection of Investments	Fees charged by the Custodian to provide Fund Accounting services
Portfolio Allocation	As per Applicable Laws
Benchmark	Fees charged by banks to hold client funds or transaction fees charged by the clients.
Tenure	Choose one of the below: <ul style="list-style-type: none"> <li><input type="checkbox"/> Overnight</li> <li><input type="checkbox"/> 7 Days</li> <li><input type="checkbox"/> 15 Days</li> <li><input type="checkbox"/> 30 Days</li> <li><input type="checkbox"/> 60 Days</li> <li><input type="checkbox"/> 90 Days</li> </ul>

	<input type="checkbox"/> 120 Days <input type="checkbox"/> 180 Days <input type="checkbox"/> 365 Days
Min Investment	<input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 and above  Regular Sweep <input type="checkbox"/> Sweep overnight balances into Portfolio Management at Agreed Terms <input type="checkbox"/> Maintain minimum balance of \$_____ in the bank account <input type="checkbox"/> Buy US Government Repos for \$_____
Redemption	<input type="checkbox"/> Credit IM Account <input type="checkbox"/> Credit Non-IM Account (Details to be provided)