



Client Service Agreement

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Dated

Between:

Nexus Wealth Management Limited, a company incorporated and existing under the laws of the Dubai International Financial Centre, UAE whose registered address is at OT 20-54, 22nd Floor, Central Park Towers, DIFC, Dubai, U.A.E. Advising & Arranging (the **Company, We, Us, Our**); and

(1) **Name of Client:** _____

Address of Client: _____

(the **Client, You, Your**); Each a **Party** and together, the **Parties**.

Background

- (A) We are licensed to practice the activity of “Category 4 Advising & Arranging” and are registered with the Dubai Financial Service Authority (“DFSA”);
- (B) You wish Us to provide Advising & Arranging services as per Schedule 1 to this Agreement;
- (C) Both Parties wish to enter into this Agreement to set out the terms and conditions that will govern our relationship in respect of the provision of the “Category 4 Advising & Arranging” services by Us to You in the UAE.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Agreement means this agreement and its schedules or annexes, including all amendments and modifications to this agreement as may from time to time be agreed in writing between the Parties;

Business Day means a day other than a Saturday and Sunday, or any public holiday declared by the Dubai International Financial Centre, UAE Federal Authority for Government Human Resources and the UAE Ministry of Human Resources and Emiratization for the public or private sector in the UAE;

DFSA means Dubai Financial Services Authority;

DIFC means Dubai International Financial Centre;

Effective Date means the date on which this Agreement is executed by the authorised Representatives of the Parties or, if the Agreement is not executed simultaneously by all Parties, the later of the dates on which it is so executed;

Fees has the meaning given in Clause 4.1;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyrights and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to use for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Product has the meaning given in Clause 4.22.1(a);

Regulatory Requirements means any law, regulation, rule, code, practice direction or guidelines of DFSA as amended from time to time;

Representatives means in relation to a Party, that Party's employees, officers, representatives, agents, professional advisors, reinsurers or auditors; and

Services has the meaning given in Clause 2.1;

Term has the meaning given in Clause 9.1;

UAE means the United Arab Emirates.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- (a) A 'person' includes an individual, body corporate (wherever incorporated), unincorporated association, trust or partnership (whether or not having separate legal personality), government, state or agency of a state, or two or more of the foregoing;
- (b) Time will be construed by reference to the Gregorian calendar;
- (c) References to clauses and schedules will be references to clauses of and schedules to this Agreement;
- (d) The singular includes the plural and vice versa;
- (e) The headings in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement;
- (f) If there is any inconsistency between any clause of this Agreement and the contents of any Schedule, the relevant clause of the Agreement will prevail but only to the extent of any inconsistency; and
- (g) Any phrase introduced by the words include, including and in particular or any similar expression shall be construed as illustrative and shall not limit the generality of any preceding words and words which follow them shall not be

construed as being limited in scope to these same class as the preceding words where a wider construction is possible.

2 **Obligations of the Financial Consultant**

2.1 We will offer a selection of the following services (the **Services**) to You:

- (a) Provide research in respect of financial needs and requirements and recommendation with regards to financial products including, without limitation those referred to in Schedule 1 (the **Products**) and other financial products that We may consider to be of interest to You or which You may request; and
- (b) Provide information on investments or markets, such as market research, market trends or investment analysis.

2.2 Our work for you will be carried out in accordance with international levels of professional conduct and in accordance with the Regulatory Requirements applicable in the DIFC. The scope of Our Services is limited to the provision of Advising and Arranging Services to You and We do not guarantee the performance of the financial Products.

2.3 We represent and warrant to You that We:

- (a) are duly incorporated and of good standing in the DIFC;
- (b) have full power and authority to enter into and perform Our obligations under this Agreement;
- (c) are suitably authorised by the DFSA to carry out Our business as described in this Agreement; and
- (d) operate and conduct and will continue to operate and conduct Our business in accordance with the Regulatory Requirements.

3 **Obligations of the Client**

You represent and warrant that:

- (a) You will provide Us with the necessary information to provide the agreed upon Services;
- (b) You agree and acknowledge that the responsibility for financial decisions is Yours and that You are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by Us;
- (c) You acknowledge and agree that We shall not be obligated to provide any services under this Agreement with or for You if, in Our reasonable judgment, this would (i) violate any Regulatory Requirements or (ii) be inconsistent with any internal policy maintained by Us from time-to-time relating to business conduct with Our clients; and
- (d) You acknowledge all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of Your principal that has been invested. You understand that We cannot guarantee Your investment objectives will be achieved.

4 **Remuneration**

- 4.1 We will charge you fees and commissions for the provision of the Services as per the Suitability Report and the Product Information. Such fees and commissions will be calculated based on the exact scope of Services provided to you and will be agreed between us separately in writing (the **Fees**).
- 4.2 If and where applicable, from time to time we may be remunerated by the provider of a Product in respect of the placement of the Product.

5 **Conflict of interest**

We will provide disclosure throughout the term of the engagement regarding any conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice to You.

6 **Confidentiality**

- 6.1 We will treat all information We hold about You as confidential, including upon termination of Our mandate. We will not disclose information We hold about You to others except where:
- (a) We are required to do so by Regulatory Requirements by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction;
 - (b) it is necessary to disclose such information in order to provide Our Services to You, which may include the need to disclose confidential information to investment companies; or
 - (c) We are requested to do so by You or with Your consent.

7 **Intellectual Property Rights**

- 7.1 All Intellectual Property Rights belonging to Us shall remain Our Intellectual Property Rights.
- 7.2 You acknowledge and agree that We own and shall continue to own all of Our Intellectual Property Rights in any documents, methods, processes, software, tools, methodology, ideas, know-how, technical information, practices, systems and any other materials which are used in the provision of the Services.

8 **Liability**

To the extent permissible under Regulatory Requirements, Our liability to You under this Agreement for consequences of any breach by Us of our undertakings to You as a financial consultant shall be strictly limited to the amount of Fees payable that is specifically agreed between both Parties. We shall not be liable for any indirect or consequential losses whatsoever including but not limited to loss of business or business opportunities and any other indirect losses.

9 **Term and Termination**

- 9.1 This Agreement shall enter into force from the Effective Date and shall continue in full force and effect until terminated by the Parties in accordance with this Clause 6 (the **Term**).

9.2 Without cause, each Party shall have the right to terminate this Agreement unilaterally by giving not less than 30 Business Days' written notice to the other Party.

9.3 In the event Our Services are terminated by You, We will be entitled to receive any and all Fees or commission payable (whether or not the same have been received by us) in relation to financial Products placed by us.

9.4 Upon termination, the obligation of all Parties to this Agreement to comply with Clause 6 (*Confidentiality*) will remain in force.

10 **Anti-money Laundering**

10.1 We are required by Regulatory Requirements to verify Your identity at the outset of our engagement and periodically thereafter. We can accept instructions and continue to act on Your behalf only on the basis that You can properly identify yourself to Us. We will provide details of the identification information required following Our engagement.

10.2 We take our obligations seriously to protect both Us and Our clients and so, if We do not receive sufficient evidence of identity, within a reasonable time of Our request, We will not be able to accept Your instructions and/or continue to act on Your behalf.

11 **Complaints**

If at any time You have any queries or concerns on any aspect of Our service please do not hesitate to contact Your contact within the Company. If this does not resolve the matter or You would rather speak to an alternative contact, kindly send it to compliance@nwmdifc.com

12 **Governing Law and Dispute Resolution**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the DIFC.

12.2 Any claim or dispute arising out of this Agreement shall be settled, in the first instance, by amicable settlement, then mediation by the Parties without any additional party's involvement.

12.3 In the event that the Parties are unable to settle any dispute arising out of this Agreement within 21 days in accordance with Clause 12.2, all matters in difference between the Parties arising under, out of or in connection with this Agreement including formation and validity and whether arising during or after the period of the Agreement shall be referred to the DIFC Courts which shall have exclusive jurisdiction over any disputes arising or to any other judicial authority that has exclusive jurisdiction over such dispute.

13 **Notice**

13.1 Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by commercial courier or by email to each Party required to receive the notice or communication at its address as set out below:

13.2 Nexus Wealth Management Limited

Dominique Leimer - SEO

Email: dominique.leimer@nwmdifc.com

With a copy to: T.S. Sreeraj

Email: ts.sreeraj@nwmdifc.com

OT 20-54, 22nd Floor,

Central Park Towers, DIFC,

Dubai, UAE.

13.3 Client

Name of Client: _____

Address: _____

or as otherwise specified by the relevant Party by notice in writing to the other Party.

13.4 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this Clause; or
- (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- (c) if sent by email, at the time of receipt which means at the time the email enters the receiving Party's information processing system,

provided that, in all cases, if such day is not a Business Day then the notice or communication will be deemed to have been served on the next Business Day.

14 Miscellaneous

14.1 Assignment - No Party shall assign, transfer, sub-contract or otherwise dispose of this Agreement or any of its rights and obligations whether in whole or in part without the prior written consent of the other Parties.

14.2 Severability - The invalidity or non-enforceability of any one or portions of sentences, Clauses, paragraphs, or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

14.3 Language – This Agreement shall be in English and each Party shall receive a copy thereof.

14.4 Waiver - No failure to exercise, and no delay in exercising, by a Party of any right, power or privilege granted in this Agreement or available to it in law, shall operate as a waiver thereof, nor shall any single exercise of any right, power or privilege preclude

the other or further exercise thereof or the exercise of any other right, power or privilege.

- 14.5 Rights Cumulative - All rights granted to a Party shall be cumulative and exercise by any Party of any rights under this Agreement shall not restrict or preclude the exercise of any other rights granted by this Agreement or otherwise available in law.
- 14.6 Rights of Third Parties - No term of this Agreement is enforceable by a person who is not a Party to this Agreement.
- 14.7 Entire Agreement - This Agreement constitutes the whole agreement between the Parties and supersedes all previous oral or written agreements between the Parties relating to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or incorrectly) other than as expressly set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 14.8 Amendment - No amendment, variation or interpretation of any of the provisions of this Agreement shall be effective unless made in writing and signed by an authorised representative of each of the Parties to the Agreement.
- 14.9 Counterparts - This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original but all counterparts together will constitute one and the same document.

Signed by
duly authorised for and on behalf of
Nexus Wealth Management Limited

Sign here:

Title:

Print name:

Date:

Signed by
duly authorised for and on behalf of
Name of Client:

Sign here:

Title:

Print name:

Date:

Schedule 1– Products

[Investment Platform that gives clients access to:]

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Bonds
- Equities
- Structured Products

Please note that We, Nexus Wealth Management Limited, will never advise on or recommend derivative instruments and leveraged margin products to clients and therefore, We are not and can not be held responsible for any loss generated on Futures, Options, Leveraged Foreign Exchange and CFD transactions.