

End User Agreement

Means the entire agreement (including any subscription form /application form/order form/invoice/quotation (electronic or otherwise) and these EUTCs) agreed between Subscriber and LOTUS for the provision of the Services to Subscriber.

1. Intellectual Property Rights

Subscriber acknowledges, agrees and confirms that LOTUS, or its Affiliates or subsidiaries or group companies and/or the Information Provider/s have Intellectual Proprietary Rights in certain trademarks, service marks, trade names, corporate names included in the Services and in the Information that originates on or derives from markets regulated or operated by the Information Provider/s which constitute to be Intellectual Property of LOTUS or the Information Provider/s. Subscriber agrees not to use such Intellectual Property in any way, which would infringe the rights of LOTUS and the Information Provider/s. Subscriber agrees not to alter, remove, or obscure any copyright notices or other proprietary notices as furnished by LOTUS or to use in any manner LOTUS's or its Affiliates or subsidiaries or group companies or Information Provider's trademarks or service marks.

2. Software Ownership

LOTUS hereby grants and Subscriber hereby accepts a limited and restricted license for the Software and the supplied documentation (the "Documentation") for personal use, on a non-exclusive, non-assignable and non-transferable basis. The Software is proprietary to LOTUS or its Affiliates or subsidiaries or group companies. Subscriber's receipt of the Services does not constitute a sale of the Software. The rights and interests in the Intellectual Property and/or the Software rest with LOTUS. Subscriber agrees not to alter, decompile, or disassemble or reverse engineer or otherwise determine or attempt to determine source code or the executable code of the Software or create any derivative works based upon the Software, or authorize any third party to do so; rent, lease, distribute, or resell the Software, or attempt to do any of the foregoing. Subscriber shall not obfuscate, remove or alter any of the logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Software or the related Documentation. As licensee, Subscriber owns the media on which the Software is originally or subsequently recorded, but none of the content placed thereon. The license granted herein is limited to the tenure of the Customer Agreement/Brokerage Agreement and shall automatically be revoked on the expiry of the term of Customer Agreement/Brokerage Agreement or its earlier determination whichever is earlier.



3. Password Policy

3.1

LOTUS shall provide the Subscriber with applicable password/s and Username/s to use in connection with the Service. Subscriber is entirely responsible for maintaining the confidentiality of the passwords and Username/s. Subscriber shall immediately notify LOTUS of any unauthorized use of password/s and/or Username/s or any other breach of security. Subscriber is entirely responsible for any and all activities that occur in Subscriber's account. The Subscriber shall exit from the account, at the end of each session. Each password shall be used by one Subscriber only.

3.2

Subscriber shall notify LOTUS immediately of any unauthorized use of the account or password or any other breach of security. LOTUS will not be liable for any loss or damage arising from Subscriber failure to comply with these requirements.

3.3

Subscriber hereby undertakes and confirms Subscriber's adherence and unconditional support to the following anti-piracy policy pertaining to the Software:-

- Subscriber shall not make or use unauthorized copies of the Software under any circumstances and will comply with the license regulating the use of the Software.
- Subscriber shall not engage directly or indirectly in the manufacture, distribution, supply or use of counterfeit, pirated or unlicensed software.
- Subscriber shall report forthwith, when it comes to its knowledge or it suspects any counterfeit, piracy, infringement of intellectual property rights pertaining to the Software and the Services, and unconditionally provide oral or documentary evidence, proof, and/or testimony in its possession about the piracy or infringement of the Intellectual Property Rights.

4. Authorized Use of Information

4.1

Subscriber is authorized to receive and use the Information solely in accordance with these EUTCs. Any other use of the Information by Subscriber, including, but not limited to, retransmission or reprocessing, in whole or in part, is prohibited.

4.2

In the event Subscriber is an organization, the Information is to be used solely for the internal use of such organization and its employees and not for redistribution to any other person or entity. For the avoidance of doubt 'internal use' shall include use by third parties with whom Subscriber share but to whom Subscriber does not sell or beneficially provide the Information, provided that the usage by such third parties constitutes an integral and inseparable part of business of Subscriber.



4.3

Subscriber further agrees not to use or permit anyone to use the Information for any unlawful purpose.

4.4

Subscriber agrees that Subscriber's arrangement with LOTUS for receipt of the Information is subject to immediate suspension or termination, without notice, in the event that the agreement between LOTUS and Information Provider is suspended or terminated for any reason, whatsoever.

4.5

Subscriber agrees, when required by LOTUS, to make application to and receive written approval for the receipt of the Information prior to using the Services and agrees to comply with any conditions, restrictions or limitations imposed by LOTUS on its own or on the instructions of the Information Provider, including paying all such fees or charges.

5. Subscription Fees

The Subscription Fees currently charged is for the Services and other financial content and may be amended by LOTUS from time to time with 5 working days' notice. The Subscription Fees is payable monthly, quarterly, half-yearly or annually in advance subject to such levies, taxes, fees and duties that shall be payable by Subscriber, to LOTUS or the Stock Exchange or any other authority as the case may be. This Subscription Fee is non-refundable. LOTUS reserves the right to recover any outstanding Subscription Fees due and payable by Subscriber through legal recourse.

6. Information from Subscribers

All Information provided to Subscriber pursuant to these EUTCs are being provided at the request of Subscriber. LOTUS shall request in writing any additional information from the Subscriber required by any Information Provider/s or their auditors. Failure to promptly provide the requested information shall result in immediate suspension of access to the Services until such time the request is complied with.

7. Confidentiality

By reason of the relationship hereunder, Subscriber shall have access to certain information and materials concerning the Software, that are confidential and of substantial value to LOTUS, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information of LOTUS shall include, without limitation, information specifically designated as confidential, the features and functions of the Services that are not available to the general public via the public internet (including screen shots of the same), future product plans, any documentation or



specifications provided to Subscriber, the commercial terms (including pricing) of these EUTCs but not the mere existence of these EUTCs, any order form/s, statements of work, schedules, addenda or amendments to these EUTCs, performance and security test results, and any other proprietary, financial or business information supplied to Subscriber by LOTUS. Subscriber agrees that it will not and will ensure that its employees, agents and contractors will not make use of (except in furtherance of these EUTCs), disseminate, or in any way disclose any Confidential Information of the LOTUS to any person, firm or business, except for any purpose LOTUS may hereafter authorize in writing. Subscriber will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and shall exercise reasonable care to protect its own Confidential Information.

Notwithstanding the foregoing, "Confidential Information" shall not include:

- Information previously known to Subscriber without reference to Confidential Information,
- Information which is or becomes publicly known through no act or omission of Subscriber,
- Information which has been independently developed by Subscriber without reference to LOTUS's Confidential Information,
- Information received from a third party under no confidentiality obligation with respect to the Confidential Information,

8. Indemnity

8.1

LOTUS shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Subscriber, that the Software or any deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Subscriber gives prompt written notice to LOTUS of any such claim, action or allegation of infringement and gives LOTUS the authority to proceed as contemplated herein. LOTUS will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Subscriber shall not settle or compromise such claim, action or allegation, except with prior written consent of LOTUS. Subscriber shall give such assistance and information as LOTUS may reasonably require in settling or opposing, such claims. In the event any infringement claim, action or allegation is brought or threatened, LOTUS may, at its sole option and expense (i) procure for Subscriber the right to continue use of the Software or infringing part thereof; or (b) modify or amend the Software or infringing part thereof; or (c) replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or (d) terminate these EUTCs and refund to Subscriber the prorated amount of the fees prepaid by Subscriber that were to apply to the remainder of the unexpired term, as calculated from the termination date through the remainder of the unexpired term. The foregoing obligations will not apply to the extent the infringement arises as a result of: (a) any use of the Software in a manner other than as specified in these EUTCs; (b) any use of the Software in



combination with other products, equipment, devices, software, systems or data not supplied by LOTUS to the extent such claim is directed against such combination; or (c) any alteration, modification or customization of the Software made by any party other than LOTUS or LOTUS's authorized representative if such infringement would not have occurred without such modification or combination.

8.2

Subscriber shall indemnify and keep indemnified LOTUS and its Affiliate/s, each person who controls LOTUS (if any), any directors, officers, employees, agents, attorneys, co-branders or other partners, against all losses, costs, expenses, charges, compensations, litigations, attorney fees, demands, and claims incurred or suffered as a consequence or result of breach of these EUTCs by Subscriber or use of the Services or connection to the Services by Subscriber or as a result of infringement of Intellectual Property Rights of LOTUS and/or its Affiliate/s or for any claim preferred by any third party arising directly or indirectly due to omissions, commissions, negligence, wilful default, intentional or unintentional actions including but not limited to violation of copyright, trademark, piracy or altering, decompiling, disassembling, reverse engineering or engaging into manufacturing, distribution, supply or use of counterfeit, pirated or unlicensed software by Subscriber or for any reason whatsoever.

9. Limited Warranty

9.1

LOTUS SHALL ENDEAVOUR AND MAKE BEST EFFORTS TO PROVIDE THE INFORMATION CONTAINED IN THE SYSTEM OR THAT WERE TRANSMITTED THROUGH THE SYSTEM, COMPLETELY, CONTINUOUSLY AND CONCISELY SUBJECT TO AVAILABILITY OF INFORMATION FROM THE INFORMATION PROVIDER/S AND ALSO OPERATIONAL PERFORMANCE OF COMMUNICATION LINKS THROUGH WHICH THE INFORMATION IS TRANSMITTED.

9.2

SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT: SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK. THE SERVICES ARE PROVIDED TO THE SUBSCRIBER ON AN "AS IS" AND "AS AVAILABLE" BASIS. NOTWITHSTANDING THE AFORESAID LOTUS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, COMPLETENESS, ACCURACY, TIMELINESS OR THAT THE SAME WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VIRUSES OR DEFECTS.



10. Disclaim of Liability

10.1

NEITHER LOTUS NOR THE INFORMATION PROVIDER/S SHALL BE LIABLE TO THE SUBSCRIBER OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE FOR ANY ERRORS, INACCURACIES OR OMISSIONS OF THE SERVICES OR INFORMATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO SUBSCRIBER, OR FOR ANY CLAIMS OR LOSSES ARISING THERE FROM. LOTUS HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR LOSSES OR DAMAGES OF ANY KIND WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, ACTUAL, PUNITIVE, SPECIAL, INCIDENTAL OR EXEMPLARY, ARISING OUT OF THE USE OF THE SERVICES OR THE REFERENCE AND RELIANCE ON ANY INFORMATION OBTAINED ON OR THROUGH THE SYSTEM.

10.2

The Subscriber agrees that certain statements available on this site under Research and advisory service are subject to various risks and uncertainties which could cause actual results to differ from the expectations. The Subscriber agrees that the use of such research, analysis and other information is at his own discretion and such information cannot be considered as an advice from LOTUS to buy or sell any particular Securities or other Property or the timing or quantum of such transaction. Subscriber also agrees and understands that such research and advisory service is conducted by LOTUS for informative purposes only and the Subscriber will read all disclaimers on such reports carefully and rely solely on his own skill, knowledge and judgement on deciding on any transaction. The Subscriber agrees and categorically states that he will not have any claims whatsoever against LOTUS for any losses incurred by him by following any such information available on the System under the research or advisory service.

11. Exclusions and Limitations

Some jurisdictions bar limitation or exclusion of certain warranties, representations and conditions or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of these EUTCs may not apply to Subscriber.

12. Default by Subscriber

LOTUS shall construe the following to be events of default by Subscriber i.e. If LOTUS determines that:-

- Subscriber commits any material or persistent breach of any provision in these EUTCs (in case of a breach being capable of being remedied) which shall have remained unremedied within fifteen (15) days after the receipt of a request in writing, to remedy such breach; or
- any of Subscriber's representations in these EUTCs are untrue; or



- petition or other proceeding in bankruptcy or insolvency is filed against Subscriber; or
- Subscriber by any act, omission, commission, wilful default or negligence violates or contravenes the Intellectual Property Rights in the Software and the Services, without prejudice to the aforesaid; LOTUS reserve its right to adopt legal proceedings against Subscriber, in accordance with the applicable law.
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13. Termination by Subscriber

Subscriber may terminate these EUTCs by giving one (1) month written notice to LOTUS. Upon such termination, Subscriber shall not be entitled to any refund of Subscription Fees (if any) and immediately cease all use of the Information provided by LOTUS.

14. Termination by LOTUS

14.1

Notwithstanding anything to the contrary, LOTUS may terminate these EUTCs:

- without assigning any cause, but after giving one (01) month written notice to Subscriber; or
- forthwith without any reason, in the event of breach of Intellectual Property Rights in the Software and/or the Services by Subscriber or breach of any of the Password Policies provided under these EUTCs (clause 3), or on the instructions of the Information Provider.

14.2

Notwithstanding the aforesaid, Subscriber agrees that LOTUS, in its sole discretion, may (or may on the instructions of the Information Provider/s) suspend or terminate Subscriber's password/s, account designation/s (or any part thereof) or use of the Services, remove and discard any Information within the Services, deactivate or delete Subscriber's account and all related information and files in Subscriber's account and/or bar any further access to such files or the Services, discontinue providing the Services, or any part thereof, with or without notice if LOTUS believes that Subscriber has violated or acted inconsistently with the spirit of these EUTCs and have not either cured the breach (if curable) or provided a satisfactory undertaking to LOTUS or the applicable authorities, within five (5) Business Days of receiving a notification of the breach, or for maintenance purposes. Further, Subscriber agrees that LOTUS shall not be liable to Subscriber or any third party for any termination or suspension of Subscriber's access to the Services.

15. Assignment

Subscriber shall not assign these EUTCs or any of Subscriber rights and obligations hereunder without the prior written consent of LOTUS. LOTUS may assign all or any of its rights and obligations under these EUTCs, without seeking any consent of Subscriber, to an Affiliate or a surviving entity, in the case of merger or sale of all or substantially any of the assets of LOTUS.



16. Governing Law and Jurisdiction

This End User Agreement shall be construed in accordance with and governed in all respects by the laws of Palestinian Authority and the Parties submit to the exclusive jurisdiction of Palestinian courts in respect of all legal proceedings which may arise in any way whatsoever out of this End User Agreement.

17. Notices

17.1

All notices, approvals, proposals and other communications required or permitted to be given under these EUTCs to LOTUS shall be in writing and shall be delivered by personal delivery, e-mail, or by registered or certified post to the appropriate contact person/s set out below. Such notices or communications shall be deemed to have been received subject to proof of delivery.

Address:

Lotus Financial Investment Co.

Al-Biereh – Al Sharafeh

Jerusalem road

Palestine

Tel. +970 2 2971729

Fax: +970 2 2971727

Email:

info@lotus-invest.ps

17.2

All notices, approvals, proposals and other communications to Subscriber shall be, sent in writing to the appropriate contact person provided by Subscriber to LOTUS (by personal delivery, e-mail, or by registered or certified post).

17.3

Either party may change its address for service after giving advance notice to the other party

17.4

All notices or communications under or in connection with these EUTCs shall be in English or, if in any



other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

18. Force Majeure

Neither Subscriber nor LOTUS shall be liable for delay or failure in performance of any of the acts required by these EUTCs when such delay or failure arises from Force Majeure Event/s. The time for performance of any act delayed by such Force Majeure Event/s may be postponed for a period equal to the period of the delay. However, either party shall be at liberty to terminate these EUTCs forthwith, in case the Force Majeure Event/s continues for more than a period of one month.

19. Entire Agreement

Any applicable subscription form/application form/order form/invoice/quotation or the Agreement entered into by and between the Customer and LOTUS for the provision of the Services (Customer Agreement/Brokerage Agreement as applicable, whether electronic or otherwise (e.g. covering the Term, method of payment, price etc.) if any and/or these EUTCs as the case may be constitute the entire agreement between Subscriber and LOTUS and govern the use of the Services by Subscriber, superseding and cancelling all previous or contemporaneous written and oral terms and conditions, communications and other understandings between LOTUS and Subscriber related to the subject matter of these EUTCs and the provision of the Services.

20. Amendments

LOTUS reserves the right to vary, amend and/or substitute these EUTCs, including any applicable Subscription Fees from time to time without prior notice to Subscriber. Such amendments shall be and shall be deemed to be effective and binding on Subscriber. In the event Subscriber does not agree to the new terms and conditions made by LOTUS, after making payment of outstanding dues (if any) Subscriber will have the right to terminate these EUTCs, by written notice to LOTUS.

21. Effective Date of EUTCs

The effective date of these EUTCs shall be the date Subscriber pays the applicable Subscription Fees. However, Subscriber shall be bound by these EUTCs on the acceptance of the same. These EUTCs shall be deemed to have been accepted by Subscriber, upon Subscriber subscribing his/her/its signature to this document or electronically accepting the same.



22. Miscellaneous

22.1

These EUTCs are between LOTUS and Subscriber, and is not for the benefit of any third party, whether directly or indirectly. Subscriber's interaction with third parties and any other terms, conditions warranties or representations associated with dealings of Subscriber and any third party are solely between Subscriber and such third parties. LOTUS and/or Information Provider/s shall not be responsible **or liable for any loss or damage of any sort incurred as the result of any such dealings.**

22.2

The failure of LOTUS to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

22.3

If any provision of these EUTCs is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these EUTCs will otherwise remain in full force and effect and enforceable.

22.4

These EUTCs are not assignable, transferable or sub licensable by Subscriber (by operation of law or otherwise) without LOTUS's prior written consent. LOTUS shall have the right to assign all or part of these EUTCs without Subscriber's approval.

22.5

No agency, partnership, joint venture, or employment is created as a result of these EUTCs and Subscriber has no authority of any kind to bind LOTUS in any respect whatsoever.

22.6

Termination or expiry of these EUTCs between LOTUS and Subscriber shall not affect the accrued rights of the Parties at the date of termination or expiry or affect those obligations of a continuing nature which shall continue to apply, including, without limitation, the provisions for liability, Warranty, Indemnification, proprietary and Intellectual Property Rights, Software Ownership, Confidentiality and the obligation to make payments, notwithstanding the termination or expiry of these EUTCs for any reason whatsoever.

23. CUSIP Global Services



“Subscriber agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services (“CGS”) and the American Bankers Association (“ABA”), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Any use by Subscriber outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.”

“Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.”

“NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS NEITHER FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.”

