

Please read the following terms and conditions carefully before using BBK Investments solution or placing a trading order. By using BBK Investments ("BBK", "we", the "Bank"), you ("Client", "Clients") agree to be bound by these terms and conditions.

1. Investment Eligibility Criteria:

- a. The investment products currently offered under BBK Investments solution include USD denominated bonds, BHD denominated bonds, retail mutual funds and treasury bills.
- b. BHD denominated bonds, retail mutual funds and treasury bills can be offered to retail and accredited investors; however,
- c. USD denominated fixed income securities are strictly offered to accredited investors only. Accredited Investors are those investors defined in the CBB Rulebook as:
 - (a). Individuals who have a minimum net worth (or joint net worth with their spouse) of USD 1,000,000, excluding that person's principal place of residence; or
 - (b). Companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than USD 1,000,000; or
 - (c). Governments, supranational organizations, central banks or other national monetary authorities, and state organizations whose main activity is to invest in financial instruments (such as state pension funds).

2. Indicative Information:

- a. The information of the securities displayed on BBK Investments solution including prices and yields are indicative. Clients are therefore encouraged not to rely solely on these prices when making trading decisions.
- b. The prices of securities may not reflect the actual market prices at the time of placing the order or at execution. It is important to note that market prices are subject to fluctuations and may change rapidly. BBK shall not be held liable for any losses or damages arising from fluctuations in market prices, nor for any trades made based on mistaken beliefs about the actual prices of securities at the time of placing an order or execution. Clients are solely responsible for understanding the risks involved and making informed investment decisions.

3. Indicative Trade Ticket:

- a. BBK will make reasonable efforts to achieve the best possible execution result for the Client.
- b. BBK will be limited by the indicative execution price entered by the Client for the execution of the trade. However, the total transaction value may be impacted by the amount of accrued interest (if applicable) which is influenced by factors such as the time of actual order execution. This may result in a higher transaction value than what is displayed on the indicative trade ticket.
- c. The actual accrued interest amount will be calculated and reflected as part of the final trade confirmation, which the Client will receive separately upon successful execution of the trade.
- d. The indicative trade ticket displayed upon placing an order is only indicative and neither guarantee the execution of the trade nor the final execution parameters if the order gets successfully executed.

4. Order Status, Cancellation & Timeframe:

- a. A Client's trade order may go through different statuses during the process, including "Pending", "Verified" or "Rejected". The purpose of this process is to ensure the accuracy and completeness of the Client's information and trade order information, the availability of the transaction amount in the Client's BBK savings account and the validity of the request.
- b. The "Pending" status indicates that the Client's order has been received and is waiting verification.
- c. BBK will make reasonable efforts to assess the validation of the trading order as soon as practically possible. The verification process may take up to [one Business Day, t+1] from the time of order placement. During this period, BBK may request additional information or documentation to validate the order, ensure availability and completeness of customer documents and run any required assessment.
- d. Once your order is "Verified", it indicates that the order has undergone the necessary validation process and will be assessed by the execution team for actual execution. The verification of the trade order does not guarantee execution.
- e. If the order was successfully verified before 12:00 p.m. Bahrain Time on a Business Day, it shall be assessed for execution on the same day. If the order was successfully verified after 12:00 p.m. Bahrain Time of a Business Day, BBK reserves the right to assess for execution on the same day or the next Business Day.
- f. If the trade was not successfully executed within the above indicated timeline (Clause (4.e)), the trade order will automatically expire.
- g. BBK reserves the right to "Reject" the trade order for any reason, including but not limited to, incompleteness of Client information, insufficient funds in the Client's BBK savings account, technical issues, regulatory issues, or suspected fraudulent activity.
- h. The Client will have the ability to "Cancel" his order before it is verified. The Client will be able to do so by accessing "My Active Orders" under BBK Investments solution.
- i. If the Client wishes to "Cancel" a trade order after it has been verified, the Client will need to contact BBK Wealth Management team at [wealth@bbkonline.com] to communicate the request. The cancellation after verification may not always be possible, especially if the trade execution process has already begun. In this case, the Client will be obligated to settle the total transaction value.
- j. The Client will be able to track the status of the trade order through BBK Investments solution. These statuses will not include reflecting a successful trade execution, for which the Client will be notified separately.

5. Execution Timeframe & Trade Confirmation:

- a. Placing an order through BBK Investments solution does not guarantee execution. The execution of trades is subject to various factors, including market conditions, liquidity and the availability of counterparties.
- b. If the order was successfully verified before 12:00 p.m. Bahrain Time on a Business Day, it shall be assessed for execution on the same day. If the order was successfully verified after 12:00 p.m. Bahrain Time of a Business Day, BBK reserves the right to assess for execution on the same day or the next Business Day.
- c. If the trade was not successfully executed within the above indicated timeline (Clause (4.e)), the trade order will automatically expire.

- d. Upon successful execution of a Client's trade order, BBK will separately send the Client a trade confirmation. The actual trade details on the trade confirmation will include, but will not be limited to: the transaction type, transaction market, transaction date and settlement date, execution price, quantity, transaction fees, VAT, total transaction value and other relevant information.
- e. The actual trade confirmation may differ from the indicative trade ticket, particularly in terms of actual execution price (which will be limited by the Indicative Execution Price entered by the Client), fees and accrued interest.
- f. There may be instances where the total transaction amount of the successfully executed trade may differ from the indicative transaction value displayed to the Client under the Indicative Trade Ticket when the order is placed.
- g. BBK will not be liable for any losses, damages, or claims arising from the non-execution or delay in the execution of any trade.

6. Schedule of Fees

The schedule of fees and charges that may be applied to the investment products offered through the Investment feature are as presented below. The schedule of fees and charges may be changed by the Bank from time to time. In which case, an advance notice shall be provided to the customer at least 30 days prior to implementation of the change in the schedule of fees and charges.

USD Bonds	Base of Calculation	Frequency
Commission on Buy Trades	0.5% of the Principal Amount	One-time (at purchase)
Custody fees	0.1% of the Security's Face Value	Annually
Sell commission	NA	NA

BHD Bonds	Base of Calculation	Frequency
Commission on Buy Trades	0.33% of the Principal Amount (minimum of BD 3.00)	One-time (at purchase)
Custody fee	NA	NA
Sell commission	NA	NA

T-bills	Base of Calculation	Frequency
months 3	0.025% of the Principal Amount (minimum of BD10.00)	One-time (at purchase)
months 6	0.050% Of the Principal Amount (minimum of BD10.00)	One-time (at purchase)
months 12	0.10% Of the Principal Amount (minimum of BD10.00)	One-time (at purchase)
Custody fee	NA	NA
Maturity Fee	NA	NA

7. Transaction Amount Hold:

- a. The Client should make the buy transaction amount available in his BBK bank account at the time of placing the order.
- b. The Client authorizes BBK to debit the transaction amount for the buy trade orders from any of the Client's BBK Bank Accounts. Should the Client prefer to use a specific account for the transaction, the Client may do so by communicating with the Wealth Management team using the contact details available under (Clause 11). Sale proceeds and coupons will be deposited in the same account used at the time of purchase.
- c. Upon verification of the buy trade order, BBK reserves the right to put a hold on the transaction amount from the Client's BBK bank account.
- d. The transaction amount that is on hold ensures that the necessary funds are available for the execution of the buy trade and to cover any associated fees or charges. This amount will be released if the trade is not executed.
- e. BBK shall not be liable for any consequences or damages resulting from the hold placed on the transaction amount.

8. Business Day:

- a. The term "Business Day" refers to the timeframe excluding public holidays and is limited, to the working hours of the Bank. It is the Client's responsibility to consider all relevant factors when placing a trade order in order to manage the potential execution timeframe.
- b. Delays in trade execution due to non-business days, trading hours limitations, or counterparties' availability shall not be considered as a breach of the Bank's obligations.

9. Risks Associated with Trading:

- a. Trading involves inherent risks, including the uncertainty of future investment value, potential loss of invested capital and the potential illiquidity of securities. Clients should carefully consider their financial situation, risk tolerance, and investment objectives before engaging in any trading activities.
- b. BBK strongly advises Clients to seek independence financial advice before making any investment decisions. BBK shall not be liable for any investment decisions made by the Client that result in losses or adverse outcomes. Clients are responsible for their investment decisions and should exercise due diligence when making trades.

10. Limitation of Liability:

- a. BBK shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising from the use of BBK Investments solution or the execution of trades.

11. Communications:

To contact us, please use the following contact details:

Contact Person/Department	Contact Details	Purpose
BBK Wealth Management Team	Contact No.: +973 17101010 Email: wealth@bbkonline.com	Inquiries
Customer Experience Management	BBK P.O. Box 597, Manama, Kingdom of Bahrain Email: feedback@bbkonline.com	Customer Complaints and Feedback

12. Acknowledgements:

By using BBK Investments solution and agreeing to the terms and conditions reflected herein, the “Client” acknowledges the following:

- **Acknowledgement of Understanding:** I read and accept and understand the terms and conditions set out herein, the Offering Memorandum of the securities issuer, and the memorandum and articles of association of the securities issuer.
- **Acknowledgement of Risk:** I understand and I am willing to accept the full risks of investment having taken full and independent advice where appropriate. In particular, I understand the high risk of capital loss. I understand that market fluctuates and the bond prices are subject to change, volatility and fluctuation.
- **Acknowledgement of Responsibility for Accuracy and Error:** I accept that any inconsistencies, illegibility or errors solely due to input made by myself as part of placing trade orders are at my own risk and that my order will not be processed until all the relevant and requested information have been made available. I understand and accept full responsibility for the contents inputted by myself as part of submitting my trade order and will indemnify BBK and its agents for any losses caused by any negligent error inputted by myself or omission solely on my part in relation to my trade order.
- **Eligibility:** By investing in USD denominated fixed income securities, I acknowledge that I meet the CBB requirements to be classified as an Accredited Investor. Accredited Investors are those investors defined as:
 - a. Individuals who have a minimum net worth (or joint net worth with their spouse) of USD 1,000,000, excluding that person’s principal place of residence; or
 - b. Companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than USD 1,000,000; or
 - c. Governments, supranational organizations, central banks or other national monetary authorities, and state organizations whose main activity is to invest in financial instruments (such as state pension funds).
- **Transaction Account & Account Pre-Funding:** I authorize the Bank to debit the transaction amount of buy trade orders from any of my BBK Bank Accounts. I understand and accept that the transaction amount must be available in my BBK bank account at the time of placing the buy order and BBK reserves the right to put the transaction amount on hold. The amount will be released by BBK if the trade was not executed.
- **Payment:** I understand that redemptions and any coupons will be paid in the same account that was used to deduct the amount for the purchase of the security. All redemption proceeds shall be paid in the currency of the bond.
- **Dealing, Trading and Subscription:** I understand and accept the BBK may, in its sole discretion, pay/receive commission to/from financial intermediaries which refer prospective bond deals or may charge/pay different prices to different investors and different intermediaries. I understand that BBK may aggregate orders where aggregate orders do not disadvantage customers. I hereby consent that my order may be aggregated with BBK’s own orders or with other clients, provided that this provides me with a better execution price. I understand that the historical security performance does not guarantee future results.
- **Correspondence:** I understand that a Trade Confirmation Note will be sent following the successful execution of my trade order. All documentation, including client statements, cheques, payments and advices issued in respect of this application will be sent to the registered email unless otherwise instructed.
- BBK and the Administrator may act upon facsimile instructions from or purporting to be from me/us and such instructions will be binding on me/us.
- I acknowledge that BBK and the Administrator may act upon facsimile or email instructions from my registered email or purporting to be from me/us and such instructions will be binding on me/us.
- **Data Protection Disclosure:** For the purposes of this section, the terms “Data processor”, “Data Controller”, “Processing” and “Personal Data” or “Data” shall be defined as per the definitions set out under Bahrain’s Personal Data Protection Law, Law No. (30) of 2018 with Respect to Personal Data Protection Law (“PDPL”) and any amendments thereto.
 - We are committed to maintaining the confidentiality, integrity, and security of personal and sensitive information collected from our customers, in accordance with the applicable laws Accordingly, the Client hereby understands the Bank’s use of personal information and give his/her explicit consent to the Processing of his/her Personal Data and the disclosure of his/her information to any relevant local or overseas government or regulatory agency and where necessary to any BBK’s group of companies or agents or external auditors or central bank or any other third party or service provider as may be required to provide the service requested by the Client and in accordance with our Privacy Statement available on: www.bbkonline.com. The Client understands that his/her records will be maintained by BBK as necessary for a minimum of 5 years or as otherwise required by Bahrain Law.
 - All trade requests in BBK Investments solution will be verified by BBK staff. BBK will not perform any automated decision-making to assess the Client financial position, behavior, or trustworthiness.
 - If you have any questions about our Data Privacy Statement or to exercise your Data Privacy rights, please contact our Data Privacy team at DataPrivacy@bbkonline.com
- **VAT:** Where applicable, Value Added Tax (VAT) will be added to the fees, charges and expenses associated with the trade transactions. All fees, charges and expenses payable shall be paid together with the VAT or any other similar tax properly provided for under applicable laws and regulations. Any VAT payable with respect to any services provided by the Bank hereunder shall be paid by customer on delivery of the respective VAT invoice, together with any sum agreed to be paid.
- **Limited Liability:** Bank of Bahrain and Kuwait is licensed by the Central Bank of Bahrain as a conventional retail bank. Bank of Bahrain and Kuwait is bound by the Central Bank of Bahrain’s regulations and licensing conditions. None of BBK’s directors, their respective officers, agents, employees, the lead managers, and other advisors assume any liability for any representation or warranty (expressed or implied) enclosed within, or omitted from any of the investments, or any other written or verbal information transmitted to me (or any of my advisors), in the course of the assessment of my proposed investment. I hereby certify that I approached BBK to make this investment on my behalf and I was not advised by BBK to make this investment.

By using BBK Investments solution, I acknowledge that I have read, understood, and agreed to abide by all of the above-mentioned terms and conditions and acknowledgements. BBK reserves the right to update or modify these terms and conditions at any time without prior notice. It is the Client’s responsibility to review the terms and conditions periodically for any changes.

If you have any questions or concerns regarding these terms and conditions, please contact BBK wealth management team at wealth@bbkonline.com.