

# INVESTMENT ADVISORY/ARRANGING DEALS IN INVESTMENTS SERVICES AGREEMENT

(Version applicable for offline signing)

(Effective from 24.01.2025)

This **INVESTMENT ADVISORY/ARRANGING DEALS IN INVESTMENTS SERVICES AGREEMENT** (the "**Services Agreement**") is made on \_\_\_\_\_, 20\_\_\_\_, by and between

- (1) \_\_\_\_\_, [passport details \_\_\_\_\_], [registered at \_\_\_\_\_] / [a company registered in \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_] (the "**Client**"); and
- (2) **AM Wealth Limited**, a company authorised and regulated by the Abu Dhabi Global Market ("**ADGM**") Financial Services Regulatory Authority ("**FSRA**") and having its registered address at Unit No. ALS-8-04, 8th Floor, Al Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE ("**AM Wealth**", or "**AMWL**", or the "**Advisor**"), hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

## WHEREAS:

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- (1) AM Wealth is regulated by the Abu Dhabi Global Market ("ADGM") Financial Services Regulatory Authority ("FSRA") and currently authorised by FSRA to carry out the Services;
- (2) The Client categorized by AMW as a [Professional Client]/ [Market Counterparty] wishes to engage AM Wealth to advise on Investments or Credit and/or arrange Deals in Investments for the Client.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## I. APPOINTMENT OF THE ADVISOR

(1) The Client hereby appoints AM Wealth Limited to carry out the investment advisory services involving providing the Client with advice/recommendations on the merits of his/her/its buying, selling, subscribing for or underwriting particular individual investments in Financial Instruments or entering into a credit facility or exercising any right conferred by such an investment to buy, sell, subscribe for or underwrite such an investment and/or to make arrangements, upon the Client's request, with a view to the Client (whether as principal or agent) buying or selling a specified Investment or subscribing for or underwriting a specified Investment, in accordance with the terms and conditions of the Client Agreement (including Terms) as this may be amended or supplemented from time to time.

(2) Information and documents necessary for performance by AM Wealth Limited of its obligations under the Client Agreement should be sent to AM Wealth Limited from verified email or any other verified means of digital communication as per law and if agreed and accepted by AM Wealth Limited.

(3) The Terms and all other documents constituting the Client Agreement, as amended from time to time, set out the terms upon which the Advisor shall deal with the Client in respect of Services. By entering into this Services Agreement, the Client accepts all the terms and conditions of the Client Agreement and consents to be bound by the Client Agreement. The Client hereby also agrees that the Terms, the Fees and Commissions Schedule and any other document disclosed in the "Legal Documents" section of the Website forming integral parts of the Client Agreement may be amended (adjusted) by the Advisor at its absolute discretion in accordance with the procedure set forth in clause 2 of the Terms.

## II. ACCEPTANCE OF APPOINTMENT

The Advisor hereby accepts its appointment on the terms and conditions of the Client Agreement and agrees to provide the Client with the Services including Advising on Investments or Credit facilities suggested by the Client for the Advisor's assessment or recommended by the Advisor for the Client to consider and/or Arranging Deals in Investments upon the Client's request.

## III. COMPENSATION TO THE ADVISOR, EXPENSES AND LIABILITY

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In consideration for its services under the Client Agreement, AM Wealth shall be paid fees at the rate and in the manner set forth in AMW Fees and Commissions Schedule published on the Website and subject to changes at AMW sole discretion.

[The Parties hereby agree that the Fees applicable to the Services rendered hereunder shall be those specified in section .... of AMW Fees and Commissions Schedule].

## IV. NOTICES

Unless otherwise specified herein, all notices under this Agreement shall be given or sent to the Client, to e-mail address verified during onboarding or phone number verified during onboarding by means of digital communication as per law and if agreed and accepted by AM Wealth Limited. The only acceptable way for sending termination notice is email.

The Client is responsible for alerting AM Wealth Limited to any change in the email address and phone number specified herein.

## V. MISCELLANEOUS

(1) This Services Agreement shall form part of the Client Agreement, and be subject to the Terms, including, but not limited to, Clause 2 (Commencement, Validity and Amendment), Clause 3

(Regulatory Status and Scope of Services), Clause 11 (Termination) and Clause 13 thereof (Applicable Law and Dispute Resolution). Unless redefined herein, capitalised terms used in this Services Agreement shall have the meanings given to them in the Terms.

(2) This Services Agreement together with the Terms, Fees and Commissions Schedule, any other document disclosed in the "Policies and Regulation" section of the Website and any other investment services agreement between the Parties, as these may be amended or supplemented from time to time, shall collectively constitute the entire Client agreement and understanding of the parties with respect to the subject matter hereof.

(3) This Services Agreement is executed in two counterparts – one for each Party, both counterparts have equal legal force and shall together constitute one and the same instrument.

(4) No amendment, modification or waiver in respect of this Service Agreement will be effective unless in writing and executed by each of the Parties.

## SIGNATURE PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Services Agreement as of the date first above written.

For and on behalf of the Advisor:

**AM WEALTH LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director

For and on behalf of Client:

\_\_\_\_\_

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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_