

## PROVIDING CUSTODY AGREEMENT

### Parties to this agreement ("Agreement")

**Istar Capital Ltd**, a private company registered in DIFC with license number 2950 and regulated by the DFSA under license number F4732, whose registered office is at Unit 604, Level 6, Index Tower, DIFC, PO Box 507268, Dubai, UAE ("**Istar**")

And

\_\_\_\_\_, a \_\_\_\_\_ company registered in \_\_\_\_\_ with  
registration/license number \_\_\_\_\_, whose registered office  
\_\_\_\_\_ (the "**Client**").

### WHEREAS

- A. Istar and the Client have entered into general terms of business dated \_\_\_\_/\_\_\_\_/\_\_\_\_ pursuant to which Istar has agreed to provide certain services to the Client (the "**Terms of Business**").
- B. The Client has requested that Istar provide to it certain services as detailed in this Agreement.
- C. The Client wishes to engage Istar to provide custody services for its assets and Istar agrees to provide such services under the terms and conditions set forth in this Agreement and in compliance with DFSA rules.

**IT IS HEREBY AGREED** as follows

#### 1. AGREEMENT

- 1.1 This Agreement is a Client Agreement for the purposes of the Terms of Business and relates to a Mandate for providing custody (this "**Mandate**").
- 1.2 This Agreement sets out the scope of this Mandate.
- 1.3 The Terms of Business are incorporated herein by reference and apply to this Mandate and the terms and expressions used but not otherwise defined herein have the meanings given to them pursuant to the Terms of Business.
- 1.4 The provision of Services under this Mandate is subject to the Terms of Business as supplemented by the terms hereof.
- 1.5 Unless specifically agreed in writing between the parties or as may be expressly contemplated by a specific provision of the Terms of Business, no provision in this Agreement will constitute a waiver or amendment to any provision of the Terms of Business.

#### 2. PROVIDING CUSTODY

- 2.1 The Client hereby appoints Istar to act as the custodian of the Assets, and Istar accepts such appointment, subject to the terms and conditions of this Agreement. More specifically, the Client hereby mandates and authorises Istar to provide to the Client the following services:
  - a. Safekeeping of Assets: Istar shall hold and safeguard the Assets in compliance with DFSA rules, including Chapter 14 of the Conduct of Business Module (COB) relating to client assets.

Client(s) / Representative(s) Initials:

- b. Segregation of Assets: Istar shall ensure that the Assets are segregated from Istar's own assets and the assets of other clients, in accordance with DFSA requirements.
- c. Record Keeping: Istar shall maintain accurate and up-to-date records of all Assets held on behalf of the Client, including details of any transactions, income received, and corporate actions.
- d. Reporting: Istar shall provide the Client with periodic statements of the Assets, including valuations and details of transactions, in a format and frequency agreed upon by the parties, and in compliance with DFSA regulations.
- e. Execution of Transactions: Istar shall execute all instructions relating to the Assets as provided by the Client or its authorized representatives, in accordance with DFSA requirements and the terms of this Agreement.
- f. Corporate Actions: Istar shall notify the Client of any corporate actions, such as dividends, rights issues, or mergers, affecting the Assets. The Custodian shall act on such corporate actions only upon the instructions of the Client.
- g. Compliance with Laws: Istar shall comply with all applicable laws, regulations, and DFSA rules in the performance of its duties under this Agreement.

2.2 Istar shall, at all times, comply with the Safe Custody Provisions (as defined in the DFSA Rulebook), including (without limitation) the requirements and obligations applicable to Providing Custody (as defined in the DFSA Rulebook).

2.3 Each of the Relevant Assets shall be held for the Client in a Client Account (as defined in the DFSA Rulebook) maintained in the name of Istar.

2.4 The Relevant Assets shall be dealt with in accordance with the DFSA Safe Custody Provisions.

2.5 The Relevant Assets may be held in a jurisdiction outside of the DIFC and the market practices, insolvency, and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.

2.6 The Client authorises Istar to perform all acts which it deems reasonably necessary to execute the Services under this Mandate.

### **3. CLIENT'S DUTIES AND RESPONSIBILITIES**

Instructions: The Client shall provide clear and timely instructions to Istar regarding the management and disposition of the Assets.

Due Diligence: The Client acknowledges that it has conducted its due diligence on Istar and is satisfied with the Istar's ability to safeguard the Assets.

### **4. LIABILITY AND INDEMNIFICATION**

4.1 Istar Liability: Istar shall be liable to the Client for any loss or damage arising directly from the Istar's negligence, wilful default, or breach of this Agreement or DFSA regulations.

Indemnification: The Client agrees to indemnify and hold Istar harmless from and against any and all claims, losses, liabilities, and expenses (including reasonable legal fees) arising out of the performance of the Istar's duties under this Agreement, except to the extent that such claims, losses, liabilities, or expenses are caused by the Istar's negligence, wilful default, or breach of this Agreement.

**5. FEE AGREEMENT AND CHARGES**

- 5.1 Istar shall receive remuneration for its services and reimbursement of costs and expenses as detailed in the Fees and Condition.
- 5.2 The Client shall be responsible for the payment of any commissions, transfer fees, broker fees, dealing fees, registration fees, taxes and similar liabilities and costs payable or incurred by Istar under this Agreement in respect of Istar providing the services pursuant to this Mandate to the Client.

**SIGNATORIES:**

Signed for and on behalf of:

**ISTAR**

by its duly authorised signatory:

\_\_\_\_\_

**Name:**

**Title:**

**Date:**

Signed for and on behalf of:

\_\_\_\_\_

by its duly authorised signatory:

\_\_\_\_\_

**Name:**

**Title:**

**Date:**