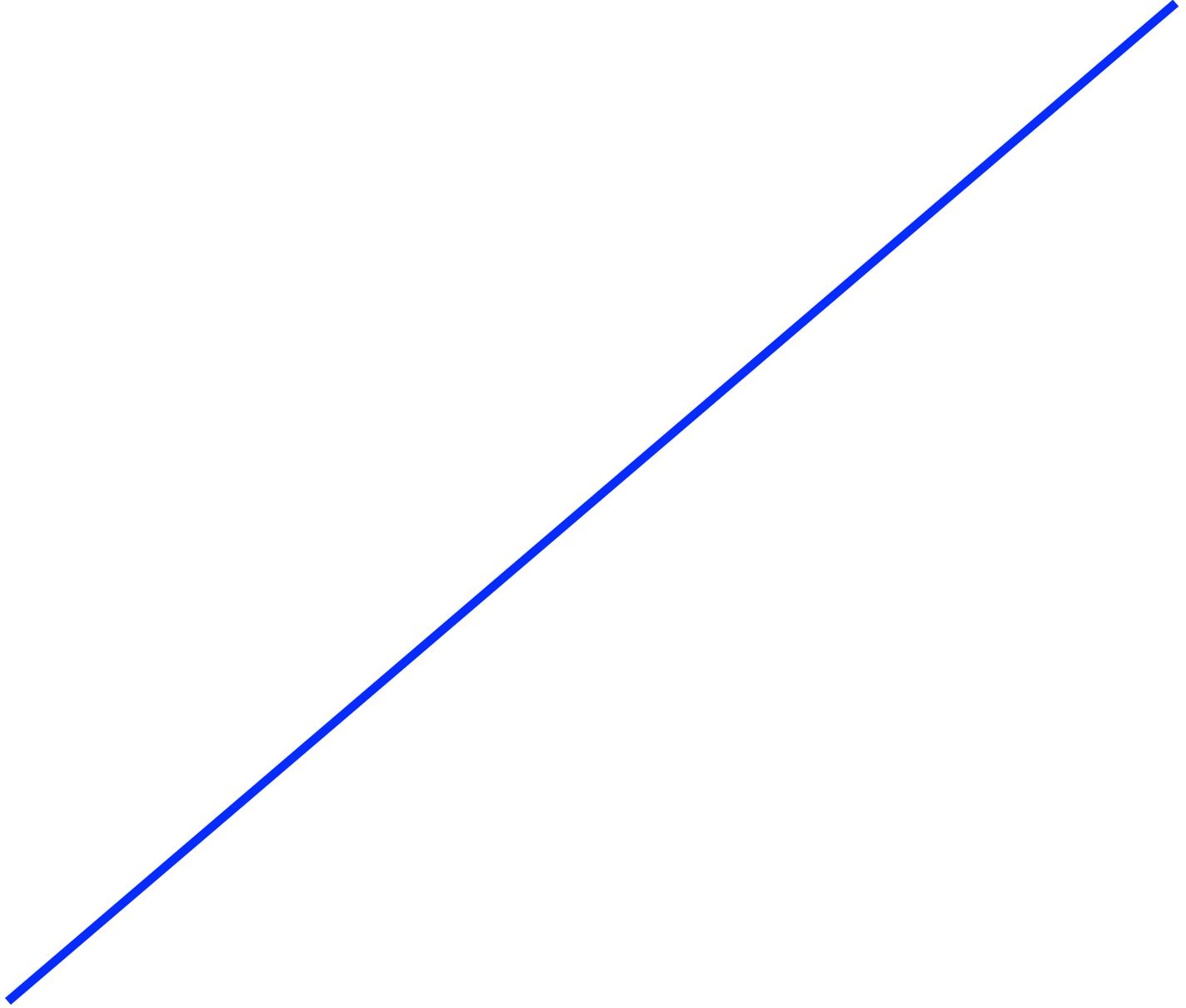




Special Deal Procedures Without Cash settlement



Classification: Procedure

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Articles.

Special Deal Procedures Without Cash settlement.

Special Deal transactions are transactions executed outside the trading system through the Dubai Clear for trades of AED 10 million and above in total transactions value. This process is subject to the approval of Dubai Clear.

The buyer and seller should comply with the following steps below:

1. Fill & send the “e- Special Deal Forms” through DFM e- services, which contains the following details:
 - a. Buyer/Seller Details (Name and Investor Number).
 - b. Date of executing the deal.
 - c. Security Name.
 - d. Number of securities.
 - e. Security’s Price (agreed price between buyer and seller, which should be last closing price or higher).
 - f. Special Deal value g. Settlement Agent Name (in case the buyer/seller is under custody).
2. Both parties should deposit the special deal fees in Dubai Clear’s bank account number 0412063720929 (IBAN AE370260000412063720929) with Emirates National Bank of Dubai and attach the fee payment credit advice copy with their request to Dubai Clear.

Special Deal’s Fees:

Special deal fee is 0.000275 in case of bonds and 0.00275 in case of shares for both buyers and sellers independently.

For Government, semi- Government entity or institutions and entities to which Government has a percentage of ownership: Special deal fee is 0.0001 in case of bonds and 0.001 in case of shares for the buyer and sellers independently.

In addition, a VAT of 5% of the fee will also be invoiced by the Dubai Clear from the VAT effective date to the buyer and seller.

The method of calculating Fees:

- Bonds: $\text{Number of Units} \times (\text{Unit value}/100) \times \text{Last Close Price (LCP) or price of Special Deal which should be higher than LCP} \times \text{Special Deal fees.}$
- Shares: $\text{Number of shares} \times \text{Last Close Price (LCP) or price of Special Deal which should be higher than LCP} \times \text{Special Deal fees.}$



Note:

1. In case the Investor (Buyer/ Seller) is a corporate entity, please provide the following documents:
 - Certified true copy of a valid Memorandum of Association, Trade License and Commercial Register. (in case it is not delivered to DFM before)
 - Authorized signatory letter issued by the corporate entity duly authenticated. (This requirement is not required in the case where the Memorandum or any other pg. 2 Special Deal Procedures without Cash Settlement document item clearly mandate a specific person to manage the financial affairs of the corporate entity in case it is not delivered before).
 2. The chairman and the members of the board of directors of a company whose Securities are listed in the Market, and its general manager, or any of its employees who are acquainted with the fundamental data of the company, shall not effect dispositions himself or through others by dealing in the Securities of the company itself, or in the Securities of a parent, subsidiary, allied or affiliate company of such company, during the following periods:
 - Ten (10) working days prior to the announcement of any significant information, which affects the share, price by way of a rise or a fall, unless the information was a result of sudden adventitious events.
 - Fifteen (15) days prior to the end of the quarterly, half-yearly or annual financial period and until disclosure of the financial statements has been made.
 - This request is not valid if the transactions executed or required to be executed during the prohibition periods for the disclosure of the financial statements and material information as required by the provisions of Article (14) of the Trading, Clearing, Settlement, Transfer and Custody of Securities Law.
- Article 14 of the Trading, Clearing, Settlement, Transfer of Ownership and Custody Law does not address the employees of the company who are not insiders, the prohibition on trading in the periods mentioned therein does not apply to them, and they shall abide by article 38 of Law No. (4) Of 2000 and Article (17) of Listing regulation, and then commit to obtain market approval prior to any trading on the company's securities. The provisions of the law shall be observed when the above- mentioned persons act by themselves or by others by dealing in the securities of the company itself or in the securities of the parent company, affiliate or affiliate of that company, and any transaction contrary thereto shall be null and void.
3. If the investor / corporate entity has authorized someone else according to a Power of Attorney from the court to sign the seller / buyer's request of Special Deal Transaction, the validity of the Power of Attorney and / or its authentication should not exceed one year from date of its issue.
 4. The request date on the Special Deal Request Forms ("request forms") shall not be earlier than 2 settlement days from the date Dubai Clear received the request forms for processing to ensure that the requests are current.
 5. Security's price shall not be lower than the closing price of the securities of the preceding trading day from the request date mentioned on the Special Deal Request Form.
 6. This service has been added under Investor and Custodian Member Settlement Agent e-services. Therefore, please use the relevant form, which are available in the eService Portal.



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