



FRANKLIN TEMPLETON INVESTMENTS

MIDDLE EAST

DEALER ELECTRONIC SERVICE AGREEMENT

Instructions

- This package consists of the agreement (two copies) and your Registration Details.
- Please verify that your Registration Details are correct and send us a signed copy of the Registration Details, together with two copies of the signed Agreement to the following address:

Franklin Templeton International Services S.A.
8A, rue Albert Borschette
L-1246 Luxembourg

- Your User Name will be activated as per the details provided in the Registration Details. We will notify you by post upon completion of your registration and activation of your User Name.
- Please do not hesitate to contact us if you have any questions regarding your registration.



**FRANKLIN TEMPLETON
INVESTMENTS**

Dealer Electronic Service Agreement

Between

Templeton Global Advisors Limited

And

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Purpose of Agreement

This TGAL Dealer Electronic Service Agreement (the ‘Agreement’) is designed to help Intermediaries to conduct business with Templeton Global Advisors Limited (‘TGAL’) and to use information, products and services available through the Franklin Templeton Middle East Web Site (the ‘Site’). Only Intermediaries who agree to the terms of this Agreement (referred to from now on as ‘You’) will be able to conduct business with TGAL using the Site. Nothing in this Agreement should be construed as a solicitation or recommendation to buy or sell any products of Franklin Resources, Inc. and its associated subsidiaries and affiliates, including those products distributed by TGAL (‘TGAL Products’).

Your consent to the terms of this Agreement

By signing this Agreement, You indicate that You understand its terms and that You will use the Site in a manner consistent with applicable laws and regulations and in accordance with the terms in this Agreement, as the same may be amended from time to time. You acknowledge that this Agreement is intended to supplement and not to replace Your Terms of Business/Sub-Distribution Agreement which shall continue in full force and effect. In the case of a conflict between Your Terms of Business/Sub-Distribution Agreement and this Agreement, the provisions of this Agreement shall prevail. You further acknowledge that the information and any instructions related to the Site shall be available only in English.

What this Agreement allows You to do

TGAL may make available services that allow You to look up details of the shares in TGAL Products held by clients who have appointed You as their Intermediary or dealer of record with respect to TGAL Products (‘Client(s)’) within designated accounts which Clients, or which You on behalf of Your Clients, open and maintain with TGAL. By looking up Clients’ details in this way, You represent to TGAL that You have all necessary Client authority to use the Site to do so. TGAL

may, at any time and for any reason, remove particular products from the list of TGAL Products and may vary or remove the services which we make available to you under this Agreement. Nothing in this Agreement or on the Site shall be considered or form part of any offer for shares of any funds offered by Franklin Templeton Investments or an invitation to apply for shares of any such fund, and subscription for shares in any such fund can only be made on the basis of such funds' current prospectus or other offering document.

Term of this Agreement and Termination

This Agreement may be terminated by TGAL or by You at any time and on any grounds by written notice to the other party. This Agreement will terminate automatically when You or TGAL terminate the Terms of Business/Sub-Distribution Agreement which You agreed with TGAL, or without limitation to TGAL's other rights, You fail to comply with the terms of this Agreement. TGAL reserves the right, without liability, at any time, to deny or restrict Your access to use the Site and to terminate this Agreement. If this Agreement is terminated, You will immediately stop using the Site for the purposes of conducting business with TGAL and will promptly return to TGAL all materials associated with TGAL.

Your responsibilities under this Agreement

In accepting the terms of this Agreement, You agree that You assume certain responsibilities: You will maintain a written list of those of Your directors, officers, partners or members, employees, representatives and agents who are authorised by You to access or use the Site ('Authorised Persons') under this Agreement, and will make this list available to TGAL on request. You are responsible for the compliance by Your Authorised Persons, or any other person who may access the Site from Your organisation, with the terms of this Agreement and other applicable regulations. You will monitor Your Authorised Persons in a manner reasonably designed to ensure that, in connection with their use of the Site, they comply with this Agreement and such regulations. You acknowledge that, as an Intermediary, You are under an obligation to review promptly each trade confirmation and account statement (or their electronic counterparts if available) for accuracy and completeness and to immediately notify TGAL of any items You believe to be inaccurate. You agree that any objection to a trade or position set forth on any confirmation or account statement must be submitted within 10 days after receipt of such confirmation or statement. Failure to submit Your objection in time will constitute deemed approval of the confirmation or statement. You will be provided with a user identification ('User name') and sign-on password ('Password') for each of Your Authorised Persons. You will take appropriate steps to maintain, and ensure that Your Authorised Persons maintain, the confidentiality of all User names and Passwords, as well as any security codes assigned to You by TGAL for purposes of allowing You to modify User names and Passwords. You will be solely responsible for the use of any information, services using Your User names and Password or those of Your Authorised Persons. Any instructions communicated to TGAL through these means will be deemed to have been sent and authorised by You and shall be deemed to have been made at the time received by TGAL and in the form received except for instructions which have been erroneously generated, repeated, changed or otherwise affected by TGAL's systems or otherwise under circumstances controlled by TGAL. Neither You nor any Authorised Person will impersonate any other person or entity by posting communications using a false or misleading

user name or otherwise attempting to participate in an anonymous manner. You will notify TGAL immediately if You or any Authorised Persons:

- become aware of any loss or theft of a User name, Password or any other security code;
- become aware of any unauthorised use of a User name, Password or any other security code, or of the Site;
- fail to receive an accurate confirmation of a trade within five working days of instructing an order on behalf of a Client;
- receive confirmation of a trade that was not placed by You or on Your behalf, or any similarly inaccurate or conflicting report or information.

Use of E-mail

The ability to conduct certain business by computer under this Agreement will allow You to communicate electronically with TGAL by e-mail and other means. You agree to the following conditions regarding Your use of electronic communications:

- You understand that You may not use e-mail to transmit instructions in relation to TGAL Products to TGAL and that TGAL will not act on instructions transmitted to it via e-mail. **Thus, you will not be able to transmit any subscription, redemption or exchange orders relating to any of the TGAL Products through the Site.**
- You acknowledge that TGAL may review and store any electronic communication which You submit to TGAL and TGAL may disclose the content of such communication should it be legally required to do so. TGAL will not be liable for any costs or damages or other liabilities as a result of releasing such information.
- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of the Franklin TGAL group of companies to become affiliated or do business with a competitor of TGAL.
- You will not state or imply that Your electronic communications have been approved or endorsed by TGAL without the consent of TGAL.

TGAL and other third party Information

Certain information including last sale transaction data and other financial market data, third-party research and analysts' reports, opinions, price charts, news reports, and other information relating to TGAL products or other products and securities in the market, may be made available as part of the Site or through a link from the Site. Such information is provided 'as is' and on an 'as available' basis. This information has been obtained through sources believed reliable but TGAL makes no representation with respect to, nor does it guarantee or endorse the accuracy, completeness, reliability or availability of, such information.

Information concerning Client Accounts

You may also be able to access information concerning client accounts ('Client Account Information') which is also proprietary and confidential. You will not provide Client Account Information to any person other than a duly authorised officer, employee or partner of Your business and You shall ensure that such officer, employee or partner shall not provide Client Account Information to any other person. You are not authorised to access Client Account Information for:

- i. any Clients other than the Clients that You are responsible for servicing
- ii. any Clients who have terminated their relationship with You or
- iii. any Clients who have informed You or TGAL that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution. You also agree not to use Your Client Account Information for any purpose not specifically authorised by Your Clients.

No advice

You agree and acknowledge that any information You receive pursuant to this Agreement is not intended to constitute investment, tax or legal advice. You agree that You are solely responsible for determining the nature, potential value and suitability for Your Clients of any particular security, transaction or investment strategy. You acknowledge Your duty to monitor Your Clients' accounts and to make decisions to invest in TGAL products accordingly. Reliance on content or information obtained from or through the Site is at Your sole risk. TGAL does not give advice or recommendations regarding particular TGAL products, including advice involving suitability of and investment strategies.

Indemnification

You agree to defend, indemnify and hold TGAL harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- i. claims made against TGAL by any Client arising from Your delay in reporting any errors in confirmations or account statements provided to You by TGAL under this Agreement;
- ii. Your violation of this Agreement, applicable laws or regulations, or any third-party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights;
- iii. claims made by any Client as a result of Your failure, or the failure of any Authorised Person to fulfil Your responsibilities under this Agreement as listed above. This obligation will survive the termination of this Agreement.

Limitation of liability

Except in cases of breach of essential contractual duties under this Agreement, TGAL will not be liable for simple negligence. Moreover, TGAL will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;
- for any failure of electronic or mechanical equipment or communication lines, telephone or other Internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of Internet access, Internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorised access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement; and

- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable;

In no event will TGAL be liable to You for any loss or damages caused by force majeure, riot, war or natural events or due to other occurrences for which TGAL is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign high authorities). In cases of gross negligence, wilful misconduct and in all other cases the liability of TGAL for any loss or damages connected with the provision of the services described in this Agreement in any given calendar year is limited to the total amount of commissions which you have received from TGAL in the calendar year preceding the year in which such loss or damage has occurred. If you have not received any commissions in the preceding year, the corresponding amount will be the amount of the commissions which can be expected in good faith for the year in which the corresponding loss or damage has occurred.

Security of the Internet

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorised third parties when communicated between You and TGAL using the Internet, other network communications facilities, telephone or any other electronic means. TGAL is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Your understanding of this Agreement and Your authority to act You acknowledge that, in providing You with the ability to conduct business under this Agreement, TGAL has relied upon Your consent to be bound by the terms of this Agreement and Your Terms of Business. You further acknowledge that You have read, understand and agreed to be bound by the terms of the current prospectus, key features document and application form (as amended from time to time) relating to the TGAL Products and any other agreement with TGAL that applies to Your account, all as currently in effect and amended from time to time. You represent, and shall be deemed to repeat each time you use the electronic services provided to You under this Agreement, that:

- i. You are duly organised and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- ii. You have full power and authority to enter into and perform Your obligations under this Agreement; and
- iii. this Agreement has been duly authorised, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

TGAL, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to it. All sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes any of the trademarks, trade names, copyrights or other forms of industrial property or similar rights which belong to TGAL and/or its affiliates which is prepared, distributed, instructed and/or issued by or on behalf of You

or with the permission of You (except for such documentation, material, information or data produced and provided by TGAL to You, or performance information or data produced by any third party) shall require prior written approval of TGAL or its designee. In the event that You fail to obtain such prior written approval, TGAL shall be entitled to terminate this Agreement forthwith without penalty and without prejudice to its rights to claim for damages or indemnification against you -pursuant to this Agreement or otherwise. In the event of termination of this Agreement, you shall cease using the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to TGAL and TGAL shall decide whether:

- i. You must destroy immediately all such documentation and materials bearing the trademarks, trade names, or any other intellectual or industrial property rights owned by TGAL or its affiliates or
- ii. if such documentation and materials should be returned. You shall not after termination of this Agreement make any use of or claim any right to any of trademarks or other logo, mark or design owned or used by TGAL and any of its associates or affiliates and TGAL Products.

Changes to this Agreement

Any amendments of this Agreement will be notified to You. They shall be deemed to have been approved unless You object in writing within one month from the notification of the amendments.

Assignment

You shall not sub-contract or transfer any of Your rights or obligations under this Agreement without the prior written consent of the TGAL.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Bahamian law. The Bahamian courts shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement for which purposes both parties agree to submit to its jurisdiction.

Miscellaneous

Should any provision in this Agreement become wholly or partially ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In place of the ineffective provision an appropriate regulation shall apply which – as far as it is legally possible – most closely reflects the intention of the parties concluding this Agreement.

This agreement is signed for and on behalf of

Your company name:

By

Signature:

Name:

and by

Signature:

Name:

on

at

and for and on behalf of Templeton Global Advisors Ltd.

By

Signature:

Name:

and by

Signature:

Name:

on

at



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INVESTMENTS**

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may, at any time and for any reason, remove particular products from the list of TGAL Products and may vary or remove the services which we make available to you under this Agreement. Nothing in this Agreement or on the Site shall be considered or form part of any offer for shares of any funds offered by Franklin Templeton Investments or an invitation to apply for shares of any such fund, and subscription for shares in any such fund can only be made on the basis of such funds' current prospectus or other offering document.

Term of this Agreement and Termination

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Your responsibilities under this Agreement

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user name or otherwise attempting to participate in an anonymous manner. You will notify TGAL immediately if You or any Authorised Persons:

- become aware of any loss or theft of a User name, Password or any other security code;
- become aware of any unauthorised use of a User name, Password or any other security code, or of the Site;
- fail to receive an accurate confirmation of a trade within five working days of instructing an order on behalf of a Client;
- receive confirmation of a trade that was not placed by You or on Your behalf, or any similarly inaccurate or conflicting report or information.

Use of E-mail

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- You acknowledge that TGAL may review and store any electronic communication which You submit to TGAL and TGAL may disclose the content of such communication should it be legally required to do so. TGAL will not be liable for any costs or damages or other liabilities as a result of releasing such information.
- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of the Franklin TGAL group of companies to become affiliated or do business with a competitor of TGAL.
- You will not state or imply that Your electronic communications have been approved or endorsed by TGAL without the consent of TGAL.

TGAL and other third party Information

Certain information including last sale transaction data and other financial market data, third-party research and analysts' reports, opinions, price charts, news reports, and other information relating to TGAL products or other products and securities in the market, may be made available as part of the Site or through a link from the Site. Such information is provided 'as is' and on an 'as available' basis. This information has been obtained through sources believed reliable but TGAL makes no representation with respect to, nor does it guarantee or endorse the accuracy, completeness, reliability or availability of, such information.

Information concerning Client Accounts

You may also be able to access information concerning client accounts ('Client Account Information') which is also proprietary and confidential. You will not provide Client Account Information to any person other than a duly authorised officer, employee or partner of Your business and You shall ensure that such officer, employee or partner shall not provide Client Account Information to any other person. You are not authorised to access Client Account Information for:

- i. any Clients other than the Clients that You are responsible for servicing
- ii. any Clients who have terminated their relationship with You or
- iii. any Clients who have informed You or TGAL that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution. You also agree not to use Your Client Account Information for any purpose not specifically authorised by Your Clients.

No advice

You agree and acknowledge that any information You receive pursuant to this Agreement is not intended to constitute investment, tax or legal advice. You agree that You are solely responsible for determining the nature, potential value and suitability for Your Clients of any particular security, transaction or investment strategy. You acknowledge Your duty to monitor Your Clients' accounts and to make decisions to invest in TGAL products accordingly. Reliance on content or information obtained from or through the Site is at Your sole risk. TGAL does not give advice or recommendations regarding particular TGAL products, including advice involving suitability of and investment strategies.

Indemnification

You agree to defend, indemnify and hold TGAL harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- i. claims made against TGAL by any Client arising from Your delay in reporting any errors in confirmations or account statements provided to You by TGAL under this Agreement;
- ii. Your violation of this Agreement, applicable laws or regulations, or any third-party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights;
- iii. claims made by any Client as a result of Your failure, or the failure of any Authorised Person to fulfil Your responsibilities under this Agreement as listed above. This obligation will survive the termination of this Agreement.

Limitation of liability

Except in cases of breach of essential contractual duties under this Agreement, TGAL will not be liable for simple negligence. Moreover, TGAL will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;
- for any failure of electronic or mechanical equipment or communication lines, telephone or other Internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of Internet access, Internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorised access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement; and

- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable;

In no event will TGAL be liable to You for any loss or damages caused by force majeure, riot, war or natural events or due to other occurrences for which TGAL is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign high authorities). In cases of gross negligence, wilful misconduct and in all other cases the liability of TGAL for any loss or damages connected with the provision of the services described in this Agreement in any given calendar year is limited to the total amount of commissions which you have received from TGAL in the calendar year preceding the year in which such loss or damage has occurred. If you have not received any commissions in the preceding year, the corresponding amount will be the amount of the commissions which can be expected in good faith for the year in which the corresponding loss or damage has occurred.

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You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorised third parties when communicated between You and TGAL using the Internet, other network communications facilities, telephone or any other electronic means. TGAL is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Your understanding of this Agreement and Your authority to act You acknowledge that, in providing You with the ability to conduct business under this Agreement, TGAL has relied upon Your consent to be bound by the terms of this Agreement and Your Terms of Business. You further acknowledge that You have read, understand and agreed to be bound by the terms of the current prospectus, key features document and application form (as amended from time to time) relating to the TGAL Products and any other agreement with TGAL that applies to Your account, all as currently in effect and amended from time to time. You represent, and shall be deemed to repeat each time you use the electronic services provided to You under this Agreement, that:

- i. You are duly organised and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- ii. You have full power and authority to enter into and perform Your obligations under this Agreement; and
- iii. this Agreement has been duly authorised, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

TGAL, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to it. All sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes any of the trademarks, trade names, copyrights or other forms of industrial property or similar rights which belong to TGAL and/or its affiliates which is prepared, distributed, instructed and/or issued by or on behalf of You

or with the permission of You (except for such documentation, material, information or data produced and provided by TGAL to You, or performance information or data produced by any third party) shall require prior written approval of TGAL or its designee. In the event that You fail to obtain such prior written approval, TGAL shall be entitled to terminate this Agreement forthwith without penalty and without prejudice to its rights to claim for damages or indemnification against you -pursuant to this Agreement or otherwise. In the event of termination of this Agreement, you shall cease using the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to TGAL and TGAL shall decide whether:

- i. You must destroy immediately all such documentation and materials bearing the trademarks, trade names, or any other intellectual or industrial property rights owned by TGAL or its affiliates or
- ii. if such documentation and materials should be returned. You shall not after termination of this Agreement make any use of or claim any right to any of trademarks or other logo, mark or design owned or used by TGAL and any of its associates or affiliates and TGAL Products.

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Any amendments of this Agreement will be notified to You. They shall be deemed to have been approved unless You object in writing within one month from the notification of the amendments.

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This agreement is signed for and on behalf of

Your company name:

By

Signature:

Name:

and by

Signature:

Name:

on

at

and for and on behalf of Templeton Global Advisors Ltd.

By

Signature:

Name:

and by

Signature:

Name:

on

at



**FRANKLIN TEMPLETON
INVESTMENTS**

FRANKLIN TEMPLETON INVESTMENTS eBUSINESS

Registration Details (completing all fields marked with an asterisk (*) is mandatory)

Role:

Registration ID:

*Dealer ID:

Branch ID:

Rep ID:

Name

*First Name:

*Last Name:

Address

*Company Name:

Address:

City:

County/State:

Country:

Postal Code:

Franklin Templeton Servicing Office:

*Telephone:

*E-mail Address:

Signature:

*Date: