

# **CUSTODIAN SERVICES AGREEMENT**

This Agreement is made today \_\_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_

Between

**ONE PLUS CAPITAL LIMITED** (Registration No. HE256347), having its registered office and contact address at: 75, Prodromou Avenue, Oneworld Parkview House, P.O.Box 25207, 1307 Nicosia, Cyprus, contact telephone: (+357) 22 87 37 60, contact fax: (+357) 22 87 38 89 (hereinafter called the **"Investment Firm or IF"**), carrying on the provision of Investment and Ancillary Services in accordance with the relevant authorization of the Cyprus Securities and Exchange Commission under license number 111/10 and operating as an Investment Firm (IF)

on the one part, and

with Regis	stration No					
Registered	d Office					
Contact telephone number(s)						
hereinafter called "the Client"), represented by						
(a)		_ with I.D. / passport / registration number		, and		
(b) _		_ with I.D. / passport / registration number				

on the other part,

### WHEREAS

1

- A. The IF is an Investment Firm (IF) having the right to provide investment services in accordance with its license.
- B. The present Agreement is additional and complementary to the GENERAL AGREEMENT FOR THE PROVISION OF SERVICES TO A RETAIL/PROFESSIONAL INVESTOR already entered into by the Client and the IF dated ...... (hereinafter the "Main Agreement"), is only valid together with the Main Agreement and the terms of the Main Agreement continue to apply except to the extent that they conflict, directly or indirectly, with the present Addendum in which case the terms of the Addendum shall apply.
- C. The Client wishes to receive from the IF the service of Safekeeping and administration of financial instruments, including custodianship and the IF agrees to provide this service in its capacity defined thereafter as a "Custodian" under the terms hereinafter set out.

# NOW BY THIS AGREEMENT THE PARTIES AGREE TO AND ACCEPT THE TERMS AND CONDITIONS AS STIPULATED IN SECTION "TERMS AND CONDITIONS" OF THIS AGREEMENT

The Parties have signed this Agreement on the date specified below.

# one**plus**capital

# THE CONSENTING PARTIES

CLIENT		
NAME AND I.D. / PASSPORT NUMBER	SIGNATURE	DATE
<ol> <li>Name:</li> <li>I.D. / Passport Number:</li> <li>Capacity</li> </ol>		
2. Name: I.D. / Passport Number: Capacity		
ONE PLUS CAPITAL LIMITED	SIGNATURE	DATE
1. Name:		
2. Name:		
WITNESSES	SIGNATURE	DATE
<ol> <li>Name:</li> <li>I.D. / Passport Number:</li> <li>Name:</li> </ol>		
I.D. / Passport Number:		

This Agreement has been drafted in duplicate, one copy is retained by the IF and the other is delivered to the Client, each of which are considered as an original.



#### **APPENDIX 1**

## **CUSTODY FEES**

#### **GENERAL RATE / AMOUNT**

Payable for the Securities purchased and/or held in custody with the Broker (including purchases through a third party in accordance with clause 3.5.), calculated for the actual number of days of safekeeping thereof on the basis of a year of 360 days, from and including the date of transfer to the Broker and up to but excluding the date of transfer from the Broker. This Custody Fee is inclusive of all taxes and duties shall be debited in arrears for each investment/period of safekeeping with the Custodian (i.e. upon Sale of the Securities for that investment or upon redemption of these Securities, if relevant, or upon Transfer of these Securities) from the Client's account(s) (as appropriate) with the Custodian, and the Client hereby specifically authorises the Custodian to thus debit the above-mentioned account. However, if the safekeeping period for any Securities shall continue beyond the last calendar day of the quarter of any year, then the Custody Fee shall be calculated and charged for the period ending on that last calendar day of the quarter of that year; the next Custody Fee period shall then be calculated as of the first calendar day of the next quarter until either the date of Sale or Transfer of the Securities subject to that investment or such safekeeping or again until the last calendar day of the quarter, as appropriate, and so forth.

#### FEES FOR SPECIFIC SERVICES

S/N	TYPE OF SERVICE	FEES
1	Correspondent accounts and payments	
1.1.	Account opening	
1.2.	Maintenance charge	
1.3.	Account closing	
1.4.	Account statements	
1.5.	Audit confirmation	
2	Safe custody operations	
2.1	Opening of safe custody account	
2.2	Percentage on Portfolio under Custody	
2.2.1	Securities blocking -unblocking and pledge settlement	
2.2.2	Safekeeping (with regard of securities balance)	
2.2.3	Securities instructions change and cancellation	
2.2.4	Internal securities transfer	
2.2.5	Coupon and dividends payments	
2.2.6	Corporate actions notification	

# THIS APPENDIX REPLACES AN EQUIVALENT APPENDIX DATED / /

#### (TO BE COMPLETED AND INITIALLED ONLY IN CASE OF REPLACEMENT OF AN EXISTING APPENDIX)

CLIENT					
NAME	SIGNATURE	DATE			
1. Name: Capacity:					
2. Name: Capacity:					
WITNESSES	SIGNATURE	DATE			
2. Name: I.D. / Passport Number:					
3. Name: I.D. / Passport Number:					



#### **TERMS AND CONDITIONS**

#### 1. Definitions

"Agreement" means this Agreement as this may, from time to time be varied, amended or replaced.

"Directive" means the Directive DI144-2007-02 of the Cyprus Securities and Exchange Commission for the professional competence of Investment Firms and the natural persons employed by them.

"Financial Instruments" means the Financial Instruments as these are defined by the Law.

"Law" means the Investment Services and Activities and Regulated Markets Law of 2007 as this may, from time to time be amended, replaced, expanded or re-enacted and includes, where the context so justifies, any secondary legislation enacted in furtherance thereof including but not limited to the Directive.

"Market" means any market, including the Cyprus Stock Exchange and the Athens Stock Exchange, where the Financial Instruments or the Services or any portfolio are subject to or negotiated.

"Parties" mean the two Parties to the Agreement i.e. the IF and the Client.

"Security" or plural "Securities" shall mean any Financial Instruments as these are defined by the Law. The Securities shall be held to the order of the Client and only the Custodian, upon receipt of Proper Instructions (as this term is defined in Clause 7 below), may dispose of Securities, which are Client assets.

#### 2. Appointment

(a) The Client hereby appoints, for the term and subject to the provisions of this Agreement, the Custodian of all the Securities, now owned or to be acquired by the Client and to perform the duties of Custodian as set forth herein, and the Custodian hereby confirms its acceptance of such appointment and of the attendant responsibilities.

#### 3. Holding of assets of the Client

(a) All Securities, owned by the Client are to be held by or to the order of the Custodian, and the Custodian shall keep all such assets under its custody, subject to the provisions of this Agreement. The Client shall take care and be responsible for delivering to the Custodian or its Agents for the keeping under its custody and documents of tile evidencing proper and valid title, interest participation or claim of the Client in or against an issuer.

(b) While remaining responsible as provided in Clause 5 below, the Custodian may under its responsibility entrust certain assets of the Client to other corporations throughout the world acting as nominees, agents or correspondents of the Custodian including clearing systems [like CEDEL and EUROCLEAR] (hereinafter referred to collectively as an "Agent" or "Agents").

Such assets shall be held to the order of the Custodian for the benefit of the Client and only the Custodian, upon receipt of Proper Instructions (as this term is defined in Clause 7 below) may dispose of Client assets deposited in its own vaults or with Agents.

(c) Where the Custodian is holding Financial Instruments belonging to the Client, he shall make adequate arrangements so as to safeguard the Client's ownership rights and in particular for the eventuality of the Custodian's insolvency. Furthermore the Custodian shall prevent the use of the Client's Financial Instruments on own account except with the Client's express consent.

(d) Where the Custodian is holding funds belonging to the Client, he shall make adequate arrangements to safeguard the Client's rights and prevent the use of the Client's funds for its own account.

#### 4. Powers and duties of the Custodian

The Custodian shall have and shall perform the following powers and duties hereunder:

(a) The Custodian shall receive and hold all the Securities delivered to it and shall ensure that such Securities (other than those in bearer form) be registered in the name of the Custodian or of an Agent or in such other name as may be customary in the country or counties of the relevant Securities (which may include the Client, in which case Clause 3(b) second paragraph above shall apply to the effect that only the Custodian may dispose of Client assets so registered). Bearer Securities shall be deposited in the vault of the Custodian or of an Agent or otherwise dealt with as is appropriate for the purpose of providing for the safekeeping thereof;

(b) Provided that the Custodian exercises such duties of supervision and control as are prescribed hereunder and by the Law and the code of conduct promulgated under the Law the Custodian may, for any transactions hereunder, entrust these without limitation, to subsidiaries, associated companies branches or offices of the Custodian or any agents, ("Agent" or in plural "Agents") provided that such agents, if any, shall



be of sound reputation and good standing and the Custodian will exercise reasonable care in the selection thereof;

(c) The Custodian shall have the duty, in order to protect successfully the Client's rights and to prevent the use of the Client's Securities for its own account or for the account of other clients, to educate and train persons duly approved by the Cyprus Securities and Exchange Commission, so that they can properly and effectively operate the administrative and accounting organization that the Custodian possesses, that provides for these issues and apply the control and security mechanisms, as especially mentioned in the Custodian's Internal Regulation ("Compliance Manual").

- (d) The approved persons shall have the duty to:
  - (i) inform the Client about the Securities and Custodian's procedures of safe-custody and management, in the course of provision of the custody service; and
  - (ii) provide the Client with any information that is necessary for the exercise of its rights over the Securities that the Custodian keeps in safecustody, as well as the ambit of the services that the Custodian undertakes to provide the Client with.

(e) Subject as provided in Clause 3(a) above, the Custodian shall hold, or an Agent shall receive and hold to the order of the Custodian all monies paid to the Client, subject to withdrawal upon Proper Instructions (as defined in Clause 7 below) on the request of the Client or of any person duly authorized to give Proper Instructions on behalf of the Client;

(f) Upon receipt of Proper Instructions (as defined in Clause 7 below) and insofar as monies are available, the Custodian shall, if and where applicable, make or cause to be made payment out of the monies of the Client in the following circumstances without being all inclusive:

- (i) in connection with the acquisition of Securities or other permitted assets;
- (ii) in connection with forward transactions and/or financial futures or other investment and hedging practices;
- (iii) for the payment of dividends and other distributions to Shareholders;
- (iv) for payment of bills, statements, taxes, managements fees, custodian fees or other obligations of the Client; or in the event the Custodian undertakes to collect dividends, exercise rights deriving from options or voting rights, the renewal or exchange of security titles or other relevant services for the benefit of the Client it shall have the duty to determine with clarity the extent and the content of the provided services as well as its fee for such provision.

(g) Upon receipt of Proper Instructions (as defined in Clause 7 below), the Custodian shall transfer, exchange or deliver Securities, or shall cause the transfer, exchange or delivery of Securities to be made for the account of the Client, in the following circumstances without being all inclusive:

- (i) in connection with the sale of such Securities, and if practicable and subject to customary market practices involving the transfer of securities, upon receipt of payment by the Custodian;
- (ii) upon conversion, redemption or exchange of any such Securities or assets for any reason other than sale into or for other Securities or cash;
- (iii) for the purpose of exercising any right whatsoever with respect to such Securities; or
- (iv) to the succeeding custodian upon termination of this Agreement.

Subject to the provisions above, instructions for the withdrawal of Securities free of payment shall be sent to the Custodian only in writing, fully explaining the reasons for such free delivery, manually signed by a person authorized to give Proper Instructions (as defined in Clause 7 below) or by electronic means with the appropriate test keys, as may be agreed from time to time;

(h) Subject to the terms hereof, unless the Custodian receives contrary written instructions from the Client, the Custodian agrees and will cause its Agents to agree and is authorized:

- (i) to receive and to collect promptly all cash and other amounts of interest, dividends, proceeds from transfer and other payments in respect of Securities;
- (ii) to credit and, if appropriate, subject to any applicable currency controls, laws and regulations, repatriate cash receipts timely to the appropriate account of the Client maintained at the Custodian (or to such other account at such location as the Client shall from time to time designate in writing, such account however to be opened and maintained under the supervision and control of the Custodian). If the Custodian causes a cash account to be credited with such payments in advance of receipt, the Custodian shall be entitled (without prejudice to the duties hereunder) to debit the cash account forthwith with any such amounts so credited upon oral or written notification if neither the Custodian nor any Agent can collect such amount in the ordinary course of business;
- (iii) to exchange Certificated Securities where the exchange is purely administrative (including, without limitation, the exchange of temporary Certificated Securities for those in definitive form and the exchange of warrants or other documents of entitlement to Securities for the Securities themselves);
- (iv) to surrender Securities at maturity or when called for redemption upon receiving payment therefore;
- (v) whenever notification of a rights entitlement or a fractional interest resulting from a rights issued, stock dividend or stock split is received for the Client and such rights entitlement or fractional interest bears an expiration date, the Custodian will endeavor to obtain the Client's instructions (as the case may be) but should these not be received in time for the Custodian to take timely action, the Custodian is authorized to sell such rights entitlement or fractional interest and to credit the Client's cash account with the proceeds;
- (vi) to execute in the Client's name, whenever the Custodian deems it appropriate, such ownership and other certificates as may be required to obtain the payment of income from the Securities;



(vii) to reconcile or cause its Agents to reconcile the assets held by the Custodian on behalf of the Client on an annual basis; (viii) to insure Certificated Securities in transit to or from an Agent against theft, embezzlement, loss or mysterious disappearance in such

amounts and with such responsible insurers as is customary; and

- (ix) to accept and rely upon all Proper Instructions (as defined in Clause 7 below) given on behalf of the Client permitted by this paragraph
- including, without limitation instructions to sell, assign, transfer or deliver, or to purchase for the account of the Client any Securities; (x) on the reasonable request of the Client, to make such applications for reclamations of withholding taxes in the jurisdictions in which the Client invests, as are available.

(i) The Custodian shall forward to the Client or any agent designated by the Client only such communications relating to Securities held in the custody account as call for voting or the exercise of rights or other specific actions (including proxy forms and material relating to legal proceedings to be transmitted to security holders) to the extent that sufficient copies are received by the Custodian in time for forwarding to the Client and otherwise only on a reasonable efforts basis.

The Custodian agrees that the Client's independent accountant or any representative of an appropriate regulatory body shall be entitled to examine, on the premises of the Custodian, and upon giving the Custodian reasonable advance notice, the Custodian's records and tax receipts relating to the Securities held in the custody account and to report findings to the Client, but only upon furnishing the Custodian with written instructions from the Client requesting such examination. The Custodian also agrees to procure that its Agents will agree to grant similar examination rights and that it will not appoint any Agent unless such undertaking is given by it.

(j) In case that the Client's accounts containing Financial Instruments are kept in a Central Register, Central Securities depository or other Depository, the Custodian shall have the duty to inform the Client at least about the following issues:

- (i) whether the Client's accounts are kept on a specific basis, or in an omnibus account,
- (ii) about the nature of the Client's rights over the Securities,
- (iii) about the procedures of the keeping and updating these accounts and, especially those that ensure that:
  - (a) every entry in the Client's accounts containing Financial Instruments in the records of the Custodian corresponds to an order given by the Client; and
  - (b) any movements in the Client's accounts containing Securities that the Custodian is keeping, correspond to the accounts of the Custodian in a Central Depository (Central Register), when omnibus accounts are kept for the Custodian clients.
  - (c) about any danger the Client may incur in case of default of the Custodian or the Central Depository.

(k) The Custodian shall have the duty to inform the Client about:

- (i) who bears the risk in case of insolvency of any third party such as a bank, an IF (Registered Investment Firm) a Central Depository (Central Register) etc, which has in its possession the Securities belonging to the Client or the Securities in the name of Custodian which belong beneficially to the Client, or in general, the risk of the loss of the Securities of the Client that the third party has in its possession, and
- (ii) whether the Client is covered by the Investor Compensation Scheme or any Insurance Scheme regarding the Securities that are according to the aforementioned in the possession of a third party and to which extent such coverage exists.

(I) In connection with making deposits of cash with such banking institutions as shall be agreed from time to time between the Client and the Custodian, whether or not instruments representing such deposits are to be issued and delivered to the Custodian shall maintain with respect to such assets appropriate records as to the amounts of each such time deposit with each such bank and the maturity date and interest rate relating to each such time deposit.

(m) The Custodian will moreover, to the extent and as long as required by the Law:

three months a detailed report detailing the transactions made in the accounts.

- (i) ensure that the sale, issue, redemption and cancellation of Shares affected on behalf of the Client or by the Client are carried out in accordance with the Law and the Memorandum and Articles of Association of the Client;
- (ii) ensure that in transactions involving the Securities belonging to the Client the consideration is remitted within the usual time limits; (iii) ensure that the income of the Client is applied in accordance with the Memorandum and Articles of Association.

(n) The Custodian shall have the duty to inform directly and by any appropriate means the Client about every movement in his accounts containing the Securities, which the Custodian has in its possession and to send to the Client on regular time intervals and at least once every

(o) The Custodian shall comply with any operating procedures agreed from time to time between the parties.

(p) The Custodian shall comply with all applicable laws relating to the provision of its services hereunder and shall hold necessary consents and licenses in order to carry on its obligations and provide its services hereunder. To the extent within its reasonable competence and power the Custodian shall further procure that its Agents hereof and to the extent within the Custodian's reasonable competence and power to verify that its Agents hold all necessary consents and licenses in order to carry out their obligations and provide services in the context hereof. The Custodian will at all times ensure that in case any of its Agents loses any required licenses, it will promptly require such Agent to re-apply for those licenses are not re-instated within a reasonable period of time, the Custodian will terminate the Agent's contract.



# 5. Responsibility of the Custodian

(a) The Custodian shall not be liable in the performance of its duties hereunder except for fraud, or wilful misconduct.

(b) The Custodian's liability shall not to the extent and as long as required by the Law and regulations enacted thereby be affected by the fact that it has entrusted all or some of the Securities which are the subject of this Agreement to a third party or third parties.

(c) The Custodian shall not be liable in cases of force majeure.

(d) Provided that the Custodian has complied with its obligations hereunder, the Custodian shall not be liable for the execution of instructions, which the Custodian shall have accepted in good faith as being Proper Instructions given by or on behalf of the Client.

(e) Provided that the Custodian and its Agents act in good faith and with the exercise of reasonable care in performance of such duties as would ordinarily be expected of a financial institution in the relevant market and subject to the terms of this Agreement, the Custodian is not liable for defects of title or entitlements to assets pre-existing at a time when such assets become subject to its custody or control.

#### 6. Rights of the Custodian

The Custodian shall have the following rights,

#### (a) To receive Advice

If the Custodian shall at any time be in doubt as to any action to be or not to be taken by it, it may, with the prior consent of such person or persons as shall from time to time be designated by the Client, obtain advice at the expense of the Client and may, but shall not be required to, act thereon.

#### (b) To institute legal proceedings

The Custodian shall not be required to take any legal action hereunder unless fully indemnified to its reasonable satisfaction for costs and liabilities, and if the Client requires the Custodian in any capacity to take any legal action which in the opinion of the Custodian as custodian of the assets of the Client might make the Custodian liable for the payment of money or liable in any way, the Custodian shall be kept indemnified in any reasonable amount and form satisfactory to it as a prerequisite to taking such action.

#### (c) To be indemnified

Subject always to clause 5(a) above, the Client agrees to indemnify and hold harmless the Custodian and its employees, officers and directors from any cost, liability, expense and loss which may be suffered or incurred by the Custodian or any such person by reason of the Custodian's proper performance of its obligations or duties hereunder other than due to failure to exercise care in the performance of the Custodian's duties hereunder and other than tax on the Custodian's overall income or profits and other than costs, liabilities, expenses and losses incurred by the Custodian as a result of its fraud, or wilful misconduct.

#### (d) To be reimbursed

The Custodian shall be entitled to receive from the Client on demand reimbursement for its disbursements properly incurred hereunder on production of adequate evidence of expenditures. If the Client requires the Custodian to advance cash or securities for any purpose which the Custodian shall be at liberty, however not under a duty, to advance, any property at any time held for the account of the Client shall be security therefore and should the Client fail to repay the Custodian promptly, the Custodian shall be entitled to utilize available cash and to dispose of the Client's assets to the extent necessary to obtain reimbursement thereof, either by way of set-off and/or realization of the Custodian's lien on assets.

#### (e) To use data processing records

The Custodian is authorized (so far as is permitted by applicable laws) to maintain all accounts, registers, corporate books and other documents on computer records and to produce at any time during the course of legal proceedings, copies of reproductions of these documents made by photographic, photo static or data processing procedures as judicial proof.

#### 7. Proper Instructions

"Proper Instructions" shall be deemed to have been received by the Custodian in respect of any matters referred to in this Agreement upon receipt of written, cabled, electronic or telefaxed instructions given by or on behalf of the Client or by one or more person or persons as the Client shall from time to time have authorized to give the particular class of instructions in question and which the Custodian has agreed to so accept. A certified copy of a resolution of the Board of Directors of the Client may be received and accepted by the Custodian as conclusive evidence of the authority of any such person or persons to act and may be considered as in full force and effect until receipt by the Custodian of written notice to the contrary. The Custodian shall not be liable for the execution of instructions which the Custodian will have accepted in good faith as being Proper Instructions and the Custodian shall act upon receipt of Proper Instructions provided these are in accordance with the Articles of Association and all applicable laws.



#### 8. Remuneration

The Client shall pay to the Custodian by way of remuneration for its services hereunder a custodian fee as described in Appendix 1. Appendix 1 may be amended at any time during the duration of this agreement by the Custodian and any such action does not affect any other terms of this agreement. Fees and expenses of delegates and Agents of the Custodian will be paid on a basis to be agreed from time to time in writing by the parties.

#### 9. Lien

It is provided that in the whole duration of this Agreement and as long as there are any acts outstanding, that are based on, or are in relation to this Agreement, and until the full repayment of all amounts owed to the Custodian, the Custodian shall have in priority against any third party, a general preferential lien on all and every amount of money, Financial Instruments, as well as on any assets of any nature belonging to the Client, which at any time may come into the possession, custody or control of the Custodian. These assets shall be held as an assurance or guaranty for any money payable and/or liabilities which are owed today or it is possible that they will be owed in the future from the Client to the Custodian in any form.

#### 10. Termination

This Agreement shall become effective on the date as of which this Agreement is made and shall continue and remain in force until it is terminated by any party on 10 days' written notice to the other; PROVIDED THAT such termination is subject to the condition that a new custodian assumes the responsibilities and functions of the Custodian, PROVIDED FURTHER THAT (i) breach by any party of any material clause contained in this Agreement which shall not have been remedied within 30 days or written notice thereof having been given to the party in breach by the other party shall entitle the party giving such notice to terminate the Agreement with immediate effect; and (ii) the custodianship shall, if terminated by the Client, continue thereafter for such period as may be necessary for the complete delivery or transfer of all assets held hereunder as herein provided. Termination of this Agreement will be without penalty.

The Custodian shall, in the event of termination of this Agreement, deliver or cause to be delivered to the Client or to any succeeding custodian, in bearer form or duly endorsed and in form for transfer, all Securities then held hereunder and deposited with or held by it hereunder and all certified copies and other documents related thereto in its possession or control which are valid and in force at the date of termination.

This Agreement shall be terminated forthwith upon either party being declared bankrupt or becoming subject to a similar procedure of compulsory liquidation under the provisions of applicable law.

The liability of the Custodian under this Agreement for anything done or omitted to be done hereunder shall continue to exist even after the termination hereof.

#### 11. Notices

Any notice given hereunder other than Proper Instructions shall be properly given by such notice addressed, dispatched or delivered (as the case may be), to the principal place of business for the time being of the party to whom it is addressed as the same is detailed at the beginning of this Agreement.

#### 12. Assignment

The Custodian may, upon notice to the Client, assign or transfer any or all of its rights or obligations under this Agreement. The Custodian may delegate any of its functions under this Agreement to an associate of the Custodian subject to any relevant provisions set out above. The Client may not assign, transfer, pledge or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of the Custodian.

#### 13. Waiver; Amendment; e.t.c.

No provision of this Agreement may be changed, waived, discharged or discontinued, except by an instrument in writing signed by or on behalf of all parties hereto.

#### 14. Applicable law, jurisdiction

This Agreement shall be governed by, and construed in accordance with the laws of Cyprus.

In relation to any legal action or proceedings arising out of or in connection with this Agreement, the parties hereto submit to the jurisdiction of the competent Courts of Cyprus.



## 15. Various terms

15.1 Where the Client shall be more than one person, the obligations of the Client under this Agreement shall be joint and several and any reference to the Client in this Agreement shall be interpreted as reference to any one or more of these persons. Any warning or notice given to any of such persons which constitute the Client shall be deemed to have been given to all the persons constituting the Client. Any order given by any of these persons which constitute the Client shall be deemed to have been given by and on behalf of all the persons which constitute the Client shall be deemed to have been given by and on behalf of all the persons which constitute the Client.

15.2 Any stamp duties payable with respect to the Agreement or any other documents required for the execution of transactions under the Agreement shall be borne by the Client.

15.3 The Client solemnly declares that:

(1) he has carefully read and has fully understood the whole content of this Agreement with which he absolutely and unreservedly agrees and that he accepts that he shall be fully bound by its terms,

(2) he has received a copy of the Agreement prior to the date of its signing and that he has had the opportunity to receive advice from a lawyer of his choice.