

**GENERAL AGREEMENT FOR THE PROVISION OF SERVICES TO A PROFESSIONAL INVESTOR**

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 Registration No \_\_\_\_\_

Registered Office.....

Contact telephone number(s) ....., Fax number .....e-mail.....

(hereinafter called “the Client”), represented by (If applicable please complete also the ‘Authorised Representative Appendix’)

(a) \_\_\_\_\_ with I.D. / passport / registration number \_\_\_\_\_, and

(b) \_\_\_\_\_ with I.D. / passport / registration number \_\_\_\_\_

on the other part,

**WHEREAS**

- A. The IF is an Investment Firm (IF) having the right to provide, inter alia, the Services mentioned in **Appendix 1**,
- B. The Client wishes to make use of the Services provided by the IF and in particular the Services mentioned in **Appendix 1**, having completed for this purpose the corresponding client account opening documents and the Client Questionnaire of the IF by which he has informed the IF of his particular details and circumstances and his investment profile.

**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.

**THE CONSENTING PARTIES**

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

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.

### INVESTMENT QUESTIONNAIRE FOR LEGAL PERSON

For the purpose of offering good service, protection and promotion of your interests, it is important that you provide OnePlus Capital Limited (hereinafter called "OnePlus") with the necessary data regarding yourself. Please take all steps to complete, as clearly and precisely as possible, this Questionnaire whose aim is to provide OnePlus with the required information in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007) and CySEC Directive DI144-2007-02 so that to enable OnePlus to assess your requirements and objectives and determine your investment profile so that to offer you the best possible assets to be included in your portfolio taking into account the degree of risk you are willing to take, the expected returns and the time period of your investments. It does not contain any contractual term or undertaking but it is merely a guidance tool so as to determine how to best serve you. Please note that this Questionnaire is strictly confidential and your responses will not be revealed to a third party without your prior consent.

| Client Categorization Data  |
|---|
| <p>Please mark with a <input checked="" type="checkbox"/> all applicable fields:</p> <p>1. Entities which are required to be authorized or regulated to operate in the financial Markets such as: <input type="checkbox"/> (a) Credit institutions; <input type="checkbox"/> (b) IFs; <input type="checkbox"/> (c) Other authorized or regulated financial institutions; <input type="checkbox"/> (d) Insurance undertakings; <input type="checkbox"/> (e) Collective investment schemes and management companies of such schemes; <input type="checkbox"/> (f) Pension funds and management companies of such funds; <input type="checkbox"/> (g) Commodity and commodity derivatives dealers; <input type="checkbox"/> (h) Locals; <input type="checkbox"/> (i) Other institutional investors</p> <p>2. Large undertakings meeting two of the following size requirements, on a proportional basis:</p> <p><input type="checkbox"/> (a) balance sheet total at least 20,000,000 EUR<br/> <input type="checkbox"/> (b) net turnover at least 40,000,000 EUR<br/> <input type="checkbox"/> (c) own funds at least 2,000,000 EUR</p> <p>3. <input type="checkbox"/> National and regional governments, public bodies that manage public debt, central banks, international and supranational institutions such as the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organizations.</p> <p>4. <input type="checkbox"/> Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions.</p> <p>5. <input type="checkbox"/> None of the above</p> |

| 1. GENERAL INFORMATION  |             |   |  |
|---|-------------|---|--|
| Company/Legal Entity Name   |             | Group Name (If applicable)  |  |
| Legal Form: <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other: .....                                 |             | Legal Status: <input type="checkbox"/> Under Cyprus Law <input type="checkbox"/> Other: .....                             |  |
| Registration No.:   |             | Registration Date:  |  |
| Country of Incorporation:   |             | Country(ies) of Activity(ies):  |  |
| Description of business (please provide a full description of main activities):   |             |   | No. of Employees:  |
| Turnover:   | Net Profit: | Currency: <input type="checkbox"/> EUR <input type="checkbox"/> USD <input type="checkbox"/> Other _____                  |  |
| Is the Client a Holding Company (if yes, please provide details and organizational chart of the Group)  |             |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the Client a Subsidiary Company (if yes, please provide details and organizational chart of the Group)   |             |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do any Client's activities require a license from a Government or Regulatory Authority (if yes, please provide details of activity and copy of license) |             |   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Purpose and Reasons for Opening of the Account(s)   |             |   |  |
| Currency of transactions: <input type="checkbox"/> EUR <input type="checkbox"/> USD <input type="checkbox"/> Other _____                                |             | Currency of trade reports: <input type="checkbox"/> EUR <input type="checkbox"/> USD <input type="checkbox"/> Other _____ |  |
| Source of Funds (Origin and means of transfer of funds for the account opening)   |             |   |  |
| Address of Registered Office :  |             |   | Country of Tax Residence:                                |

| Postal Code:   |       | Town/City: |                                   | Country:                             |   |
|--|-------|------------|-----------------------------------|--------------------------------------|---|
| Address of Main Office (if different from above):  |       |            |                                   |                                      |   |
| Postal Code:   |       | Town/City: |                                   | Country:                             |   |
| Tel. No.:  | Tel.1 | Tel.       | Mobile                            | Fax                                  |   |
| Contact Person:  |       |            | Mailing Address:<br>(State below) | <input type="checkbox"/> MAIN OFFICE | <input type="checkbox"/> HOLD MAIL <input type="checkbox"/> OTHER |
| Mailing Address:   |       |            |                                   |                                      |   |
| Postal Code:   |       | Town/City: |                                   | Country:                             |   |
| E-mail:  |       |            |                                   |                                      |   |
| Web-site:  |       |            |                                   |                                      |   |
| 2. TYPE OF BUSINESS ACTIVITY (please specify as appropriate)   |       | Regulator  | License Number                    | Credit Ratings (if applicable)       |   |
| <input type="checkbox"/> Regulated Banking, Credit, Investment, Insurance, Custody or Fund Management Institution (including Broker-Dealers) from EU Country<br><input type="checkbox"/> Regulated Banking, Credit, Investment, Insurance, Custody or Fund Management Institution (including Broker-Dealers) from Non- EU Country<br><input type="checkbox"/> Regulated Collective Investment Scheme/Company from EU Country<br><input type="checkbox"/> Regulated Collective Investment Scheme/Company from Non- EU Country<br><input type="checkbox"/> EU Public Authority<br><input type="checkbox"/> Non EU Public Authority<br><input type="checkbox"/> Other Public Company (on regulated stock market)<br><input type="checkbox"/> Private Company<br><input type="checkbox"/> Private Company with Bearer shares<br><input type="checkbox"/> Trust<br><input type="checkbox"/> Society/Association/Club/ Foundation<br><input type="checkbox"/> <b>Other – please specify:</b> |       |            |                                   |                                      |   |
| 3. BANK DETAILS  |       |            |                                   |                                      |   |
| Beneficiary Name (Note we can only accept details of bank account bearing the name of the Client)  |       |            |                                   |                                      |   |
| Beneficiary Account  |       |            |                                   |                                      |   |
| Beneficiary Bank   |       |            |                                   |                                      |   |
| Intermediary Bank  |       |            |                                   |                                      |   |
| Beneficiary Bank SWIFT CODE  |       |            |                                   |                                      |   |
| Account with intermediary Bank   |       |            |                                   |                                      |   |
| Intermediary Bank SWIFT CODE   |       |            |                                   |                                      |   |
| 4. OFFICERS AUTHORIZED ON TRADING  |       |            |                                   |                                      |   |

| Officers, Authorized to Give Trading Instructions Either in Writing or via Telephone | Signature Sample | Telephone | Fax |
|--|------------------|-----------|-----|
| 1.   |                  |           |     |
| 2.   |                  |           |     |
| 3.   |                  |           |     |
| 4.   |                  |           |     |

**5. OFFICERS AUTHORIZED ON OPERATIONS**

| Officers Authorized to Give and Sign Financial Settlement and Free-Delivery Instructions, to Sign Trade Confirmations, Transactions for Cash Transfers and other documents | Signature Sample | Telephone | Fax |
|--|------------------|-----------|-----|
| 1.   |                  |           |     |
| 2.   |                  |           |     |
| 3.   |                  |           |     |
| 4.   |                  |           |     |

**6. DELIVERY TYPE for all Monthly Statements of Holdings and Reports, Notices, Cash Transaction Reports, Securities Transaction Reports and other information:**

\_\_\_\_\_ E-mail (e-mail address: \_\_\_\_\_)

or

\_\_\_\_\_ Fax (fax number with area code: \_\_\_\_\_) \_\_\_\_\_ Automatic \_\_\_\_\_ Manual)

or

\_\_\_\_\_ Hard copy (Mailing address): \_\_\_\_\_)

**7. CONTACT NAMES FOR STATEMENTS & REPORTS DELIVERIES**

| Officers | Position | Telephone |
|----------|----------|-----------|
| 1.       |          |           |
| 2.       |          |           |
| 3.       |          |           |
| 4.       |          |           |

**8. INFORMATION ON THE MEMBERS OF THE BOARD OF DIRECTORS OF THE LEGAL ENTITY**

**Name of Director:**

Permanent Residential Address:

|                       |                |                 |                    |
|-----------------------|----------------|-----------------|--------------------|
| I.D./Passport Number: | Date of Issue: | Date of Expiry: | Issuing Authority: |
|-----------------------|----------------|-----------------|--------------------|

**Name of Director:**

Permanent Residential Address:

|                       |                |                 |                    |
|-----------------------|----------------|-----------------|--------------------|
| I.D./Passport Number: | Date of Issue: | Date of Expiry: | Issuing Authority: |
|-----------------------|----------------|-----------------|--------------------|

**Name of Director:**

Permanent Residential Address:m

|                       |                |                 |                    |
|-----------------------|----------------|-----------------|--------------------|
| I.D./Passport Number: | Date of Issue: | Date of Expiry: | Issuing Authority: |
|-----------------------|----------------|-----------------|--------------------|

**Name of Director:**

Permanent Residential Address:

|   |                |                             |                           |
|---|----------------|-----------------------------|---------------------------|
| I.D./Passport Number:   | Date of Issue: | Date of Expiry:             | Issuing Authority:        |
| <b>9. INFORMATION ON THE REGISTERED SHAREHOLDERS OF THE LEGAL ENTITY</b>  |                |                             |                           |
| <b>Name of the Registered Shareholder:</b>  |                |                             | Percentage in the Shares: |
| I.D./Passport Number:   | Date of Issue: | Date of Expiry:             | Issuing Authority:        |
| Permanent Residential Address:  |                |                             |                           |
| <b>Name of the Registered Shareholder:</b>  |                |                             | Percentage in the Shares: |
| I.D./Passport Number:   | Date of Issue: | Date of Expiry:             | Issuing Authority:        |
| Permanent Residential Address:  |                |                             |                           |
| <b>10. INFORMATION ON THE ULTIMATE BENEFICIAL OWNERS (PHYSICAL PERSONS) OF THE LEGAL ENTITY (If different from the Registered Shareholders)</b> |                |                             |                           |
| <b>Name of the Ultimate Beneficial Owner:</b>   |                |                             | Percentage in the Shares: |
| I.D./Passport Number:   | Date of Issue: | Date of Expiry:             | Issuing Authority:        |
| Permanent Residential Address:  |                |                             |                           |
| <b>Name of the Ultimate Beneficial Owner:</b>   |                |                             | Percentage in the Shares: |
| I.D./Passport Number:   | Date of Issue: | Date of Expiry:             | Issuing Authority:        |
| Permanent Residential Address:  |                |                             |                           |
| <b>11. QUESTIONNAIRE</b>  |                |                             |                           |
| <b>FINANCIAL PROFILE</b>  |                |                             |                           |
| <b>QUESTION</b>   | <b>ANSWER</b>  | <b>FOR ONEPLUS USE ONLY</b> |                           |
| <b>1. What is your regular net annual income</b>  |                |                             |                           |
| Less than €200,000  |                |                             |                           |
| €200,000 – €1,000,000   |                |                             |                           |
| €1,000,000 – €3,000,000   |                |                             |                           |
| Over €3,000,000   |                |                             |                           |
| <b>2. What is the best estimate of your Net Worth (Assets minus Liabilities)</b>  |                |                             |                           |
| Less than €500,000  |                |                             |                           |
| €500,000 – €2,000,000   |                |                             |                           |
| €2,000,000 – €5,000,000   |                |                             |                           |
| Over €5,000,000   |                |                             |                           |
| <b>3. Sources of investment portfolio (select most applicable)</b>  |                |                             |                           |
| Capital and reserves  |                |                             |                           |
| % of regular income   |                |                             |                           |
| Borrowed funds  |                |                             |                           |
| <b>4. What is the composition of your investment assets</b>   |                |                             |                           |
| % Cash Deposits   | →              |                             |                           |
| % Shares and other liquid investments   | →              |                             |                           |
| % Government Bonds  | →              |                             |                           |
| % Real Estate Property  | →              |                             |                           |
| <b>KNOWLEDGE &amp; EXPERIENCE</b>   |                |                             |                           |
| <b>QUESTION</b>   | <b>ANSWER</b>  | <b>FOR ONEPLUS USE ONLY</b> |                           |

|   |               |                             |
|---|---------------|-----------------------------|
| <b>1. What type of financial instruments you are familiar with / you have invested in (select all that apply and mark 1 → familiar with, 2 → invested in)</b> |               |                             |
| Cash Deposits and Government Bonds  |               |                             |
| Money market funds  |               |                             |
| Real Estate Property  |               |                             |
| Capital Guarantee Products  |               |                             |
| Bond and bond funds   |               |                             |
| Shares  |               |                             |
| Mutual Funds of Shares  |               |                             |
| Foreign Currency  |               |                             |
| Precious Metals/ Commodities  |               |                             |
| Derivatives   |               |                             |
| <b>2. In what markets have you already invested</b>   |               |                             |
| None, we have not previously done any investments   |               |                             |
| Home country  |               |                             |
| Developed markets (e.g. USA and Western Europe)   |               |                             |
| Emerging Markets  |               |                             |
| <b>3. By which method have you already invested</b>   |               |                             |
| None, I have not previously done any investments  |               |                             |
| Execution only, we decide on our own where to invest  |               |                             |
| Based on investment advice I receive  |               |                             |
| Discretionary / Asset Management  |               |                             |
| <b>4. What is the value of your current investment portfolio</b>  |               |                             |
| Less than €500,000  |               |                             |
| €500,000 – €2,000,000   |               |                             |
| €2,000,000 – €5,000,000   |               |                             |
| Over €5,000,000   |               |                             |
| <b>5. What is the average value of your financial transactions</b>  |               |                             |
| Less than €20,000   |               |                             |
| €20,000 – €50,000   |               |                             |
| €50,000 – €200,000  |               |                             |
| €200,000 – €1,000,000   |               |                             |
| Over €1,000,000   |               |                             |
| <b>6. How many financial transactions have you done yearly on average in each of the last 5 years</b>   |               |                             |
| Less than 10  |               |                             |
| 10 – 50   |               |                             |
| 50 – 100  |               |                             |
| Over 100  |               |                             |
| <b>7. Overall how would you evaluate your investment knowledge and experience</b>   |               |                             |
| Extremely limited – We don't really understand much   |               |                             |
| Limited – We understand the basics  |               |                             |
| Average – We understand the main investment principles  |               |                             |
| Good – We understand most investment principles   |               |                             |
| Very good – We are investment professionals / frequent traders  |               |                             |
| <b>INVESTMENT PROFILE</b>   |               |                             |
| <b>QUESTION</b>   | <b>ANSWER</b> | <b>FOR ONEPLUS USE ONLY</b> |

|  |  |  |
|--|--|--|
| <b>1. What is the desired period of your investments</b>   |  |  |
| Very Short Term → 0-1 Year   |  |  |
| Short Term → 1-3 Years   |  |  |
| Medium Term → 3-5 years  |  |  |
| Long Term → > 5 years  |  |  |
|  |  |  |
| <b>2. What is your expected yearly return for your investments</b>   |  |  |
| Low → 3% – 5%  |  |  |
| Average → 5% – 8%  |  |  |
| Above average → 8% – 12%   |  |  |
| High → > 12%   |  |  |
|  |  |  |
| <b>3. Which of the following risk profiles corresponds better to your personal investment objectives</b>   |  |  |
| Preservation of capital: no exposure to market risk  |  |  |
| Secure investment: low exposure to market risk   |  |  |
| Medium term growth: moderate exposure to market risk   |  |  |
| Performance objective: substantial exposure to market risk   |  |  |
| Speculation: high exposure to market risk  |  |  |
|  |  |  |
| <b>4. What is the desired level of liquidity of your investment portfolio</b>  |  |  |
| Fully liquid - all investments can be easily converted to cash   |  |  |
| Mainly liquid - a large % of the investments can be easily converted to cash   |  |  |
| Somewhat liquid - the investments are split between easily convertible to cash and not easily convertible to cash  |  |  |
| Somewhat illiquid - A large % of the investments may not be easily convertible to cash   |  |  |
| Illiquid - Most of the investments may not be easily convertible to cash or there is a penalty for doing so  |  |  |
|  |  |  |
| <b>5. Primary investment objectives</b>  |  |  |
| Capital Preservation   |  |  |
| Produce regular income   |  |  |
| Produce occasional income  |  |  |
| Produce a combination of income and capital growth   |  |  |
| Growth of capital with little or no income   |  |  |
|  |  |  |
| <b>6. Would you consider any level of gearing / margin for your portfolio</b>  |  |  |
| None   |  |  |
| < 25%  |  |  |
| 25% - 50%  |  |  |
| 50% - 75%  |  |  |
| Maximum % that can be obtained   |  |  |
|  |  |  |
| <b>7. What would you consider to be your overall risk level profile</b>  |  |  |
| Not willing to take any investment risk which may result in any loss of initial capital even in adverse market conditions.   |  |  |
| Willing to undertake minor investment risk so that to aim mainly for capital preservation. In adverse market conditions minor losses may occur with only minimal percentage of the initial capital been unrecoverable.   |  |  |
| Willing to undertake some investment risk and small market volatility in order to achieve average returns. In adverse market conditions moderate losses may occur and a small percentage of the initial capital may be unrecoverable.                            |  |  |
| Willing to undertake a considerable risk and accept market volatility in order to enhance potential returns. In adverse market conditions, negative returns and possibly unrecoverable loss of a certain percentage of the initial investment capital may occur. |  |  |

|  |  |  |
|--|--|--|
| Willing to undertake a large degree of investment risk in order to achieve high potential returns. In adverse market conditions a substantial and possibly unrecoverable loss of a large percentage of the initial investment capital may occur. |  |  |
| <b>8. Please indicate the estimated annual turnover on the account with OnePlus Capital</b>  |  |  |

Please state any investments you would consider inappropriate to invest in, any legal, moral, ethical or tax-related constraints, or any other investment concerns, limitations or conflicts you would like to address and other material information you would like to provide (continue in an additional separate sheet if required).

**12. DUE DILIGENCE CHECKLIST**

Please provide and return the company documents (mark them with ✓ below).

|  |                          |
|--|--------------------------|
| 1. Certificate of Incorporation/Certificate of Registration  | <input type="checkbox"/> |
| 2. Certificate of Registered address   | <input type="checkbox"/> |
| 3. Certificate of Directors and the Secretary of the Company (Recent -Less than 3 months*)   | <input type="checkbox"/> |
| 4. Certificate of Shareholders   | <input type="checkbox"/> |
| 5. Memorandum and Articles of Association  | <input type="checkbox"/> |
| 6. A Resolution of the Board of Directors for opening an account and granting authority to those who will act / sign on behalf of the Legal entity, along with the Power of Attorney for the persons authorised  | <input type="checkbox"/> |
| 7. Latest Audited Financial Statements (prepared and signed by Auditors) (if available)  | <input type="checkbox"/> |
| 8. Certificate of Incumbency or Certificate of Good Standing (not older than 6 months)   | <input type="checkbox"/> |
| 9. Personal information of Authorized persons (if any): <ul style="list-style-type: none"> <li>• Certified copy of valid Passport (with photograph and signature specimen included)</li> <li>• Confirmation of permanent residential address (original or certified copy of a recent utility bill or Bank Statement, not older than 3 months)</li> </ul> | <input type="checkbox"/> |
| 10. Personal information of Directors: <ul style="list-style-type: none"> <li>• Certified copy of Passport (with photograph and signature specimen included)</li> <li>• Confirmation of permanent residential address (original or certified copy of a recent utility bill or Bank Statement, not older than 3 months)</li> </ul>                        | <input type="checkbox"/> |
| 11. Personal information of Ultimate Beneficial Owners: <ul style="list-style-type: none"> <li>• Certified copy of Passport (with photograph and signature specimen included)</li> <li>• Confirmation of permanent residential address (original or certified copy of a recent utility bill or Bank Statement, not older than 3 months)</li> </ul>       | <input type="checkbox"/> |
| 12. Certified copy of Licence/Authorization from a Regulatory Authority (if applicable)  | <input type="checkbox"/> |
| 13. Trust Deed / Declaration of Trust (in case of Nominee Shareholders)  | <input type="checkbox"/> |
| 14. Know Your Customer (KYC) Questionnaire for the purposes of the Anti - Money Laundering legal requirements  | <input type="checkbox"/> |

\* In the absence of a recent certificate you may submit a letter from the company's lawyer in which he/she confirms that there is no change to the Board of Directors to date. The letter must be written on lawyer's letterhead paper with his/hers signature and seal.

**13. IMPORTANT NOTES - WARNINGS**





**APPENDIX 1  
SERVICES PROVIDED****A. Investment services**

- (1) Reception and transmission of orders in relation to one or more financial instruments
- (2) Execution of orders on behalf of clients
- (3) Portfolio management
- (4) Investment Advice

**B. Ancillary services**

- (1) Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management
- (2) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- (3) Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings.
- (4) Foreign exchange services where these are connected to the provision of investment services

**C. Financial instruments for which the above Services shall be provided**

- (1) Transferable securities
- (2) Money-market instruments
- (3) Units in collective investment undertakings
- (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- (5) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- (6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF
- (7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in paragraph 6 of Part III and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls
- (8) Derivative instruments for the transfer of credit risk
- (9) Financial contracts for differences

| CLIENT 'S AUTHORISED SIGNATORY (IES) |           |       |
|--------------------------------------|-----------|-------|
| NAME                                 | SIGNATURE | DATE  |
| 1. Name: .....                       | .....     | ..... |
| Capacity:.....                       | .....     | ..... |
| 2. Name: .....                       | .....     | ..... |
| Capacity: .....                      | .....     | ..... |

| WITNESSES                     | SIGNATURE | DATE  |
|-------------------------------|-----------|-------|
| 1. Name: .....                | .....     | ..... |
| I.D. / Passport Number: ..... | .....     | ..... |
| 2. Name: .....                | .....     | ..... |
| I.D. / Passport Number: ..... | .....     | ..... |

APPENDIX 2

GENERAL SCHEDULE OF FEES AND CHARGES

| TYPE OF SERVICE   | OPC fees and charges  |
|---|---|
| Brokerage Transactions  | <ul style="list-style-type: none"> <li>○ CSE and ASE: ____ % (minimum charge €6)</li> <li>○ International markets: ____ % (minimum charge GBP ____, \$ ____, )</li> <li>○ CFDs Greek Equities: ____ %</li> <li>○ CFDs Cyprus Equities: ____ %</li> <li>○ CFDs International Equities: ____ %</li> <li>○ CFDs Contracts: €/US\$/GBP£/ 1 per contract</li> <li>○ FX: ____ pips per trade</li> </ul> |
| Investment Advice   | <ul style="list-style-type: none"> <li>○ ____ % per transaction</li> </ul>  |
| Securities Custody  | <p><i>For safe keeping non-discretionary managed portfolios:</i></p> <ul style="list-style-type: none"> <li>○ ____ % annually (minimum charge € ____, \$ ____, GBP£ ____, CHF ____)</li> </ul>  |
| <p><b>Note:</b> Fees and charges are subject to change. They depend on a number of factors which include:</p> <ul style="list-style-type: none"> <li>• Portfolio Size</li> <li>• Amount Transacted</li> <li>• Exchange Venue</li> <li>• Foreign Currency</li> </ul> |   |

**CLIENT 'S AUTHORISED SIGNATORY (IES)**

| NAME            | SIGNATURE | DATE  |
|-----------------|-----------|-------|
| 1. Name: .....  | .....     | ..... |
| Capacity:.....  |           |       |
| 2. Name: .....  | .....     | ..... |
| Capacity: ..... |           |       |

**WITNESSES**

**SIGNATURE**

**DATE**

|                               |       |       |
|-------------------------------|-------|-------|
| 1. Name: .....                | ..... | ..... |
| I.D. / Passport Number: ..... | ..... | ..... |
| 2. Name: .....                | ..... | ..... |
| I.D. / Passport Number: ..... | ..... | ..... |

### CONSENT FORM

With reference to the Markets in Financial Instruments Directive (“MiFID”) **One Plus Capital Limited** hereinafter called “**OnePlus**” is required to address the following areas which have a direct impact on its relationships with its Clients:

- A. To classify its Clients into either a) Retail Clients b) Professional Investors or c) Eligible Counterparties.**
- B. To inform Clients of its Order Execution Policy**
- C. To obtain the Client’s consent to deal outside a Regulated Market or Multilateral Trading Facility**

| CLIENT DETAILS   |                            |
|--|----------------------------|
| NAME:  | I.D./PASSPORT/REG. NUMBER: |
| A. CLIENT CLASSIFICATION   |                            |
| According to the information provided to OnePlus, OnePlus has categorised you as: <b>PROFESSIONAL CLIENT</b>   |                            |
| <i>Please note that you are entitled to request a different classification which will affect the level of regulatory protection you are entitled to receive but OnePlus, as a matter of policy, may decline any such request.</i>  |                            |
| B. ORDER EXECUTION POLICY  |                            |
| I/We hereby confirm that I/We have read and agree with OnePlus Order Execution Policy.   |                            |
| <i>Please note that OnePlus may not be able to execute your orders if you do not agree with the above policy.</i>  |                            |
| C. CONSENT TO DEAL OUTSIDE A REGULATED MARKET (RM) OR MULTILATERAL TRADING FACILITY (MTF)  |                            |
| I/We hereby agree and acknowledge that OnePlus may:  |                            |
| <ol style="list-style-type: none"> <li>1. Execute an order on our behalf outside a Regulated Market (RM) or Multilateral Trading Facility (MTF) as such terms are defined in the MiFID Directive.</li> <li>2. Use at its discretion to determine whether or not to publish any unexecuted limit order under prevailing market conditions.</li> </ol> |                            |
| <i>Please note that OnePlus may not be able to execute your orders if you do not provide your consent with the above.</i>  |                            |

Furthermore, I/We hereby confirm that I/We have become acquainted with the following OnePlus and MiFID informative documents based on my/our categorisation as a Professional Client:

- |   |  |
|---|--|
| 1.1 Terms of Business                                     | 1.5 General Schedule of Fees and Charges |
| 1.2 Best Order Execution Policy                           | 1.6 Business Continuity Policy           |
| 1.3 Client Categories and their Differences in Protection | 1.7 Outsourcing Policy                   |
| 1.4 Complaints Submission Procedure                       |  |

If you have any queries or require any additional information/clarification on the above please contact:  
**OnePlus Capital Ltd: Tel. +357 22 87 37 60, Fax +357 22 87 38 89, E-mail: [info@onepluscapital.net](mailto:info@onepluscapital.net)**

| CLIENT DECLARATION AND CONSENT  |                |                |
|---|----------------|----------------|
| <b>I/WE HEREBY STATE THAT I/WE ACCEPT THE ABOVE. I/WE ALSO UNDERTAKE TO INFORM ONEPLUS IMMEDIATELY OF ANY CHANGES THAT MAY AFFECT ANY OF THE ABOVE.</b> |                |                |
| Client Name and I.D. / Passport Number  | Signature      | Date           |
| 1. Name:<br>I.D. / Passport Number:<br>Capacity:  | .....<br>..... | .....<br>..... |
| 2. Name:<br>I.D. / Passport Number:<br>Capacity:  | .....<br>..... | .....<br>..... |

**TERMS AND CONDITIONS****1. Glossary**

1.1 In this Agreement, except where the context otherwise provides, the following words shall have the following meaning:

“Agreement” means this Agreement as this may, from time to time be varied, amended or replaced by mutual agreement.

“Appendix” means the Appendices of this agreement as these may, from time to time be varied, amended, replaced or expanded by mutual agreement.

“Authorised Representative / Attorney” means the person described in **clause 22** below.

“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

“Durable Medium” means any instrument which enables the Client to store information addressed personally to the Client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

“Financial Instruments” means the Financial Instruments as these are defined by the Law as this may, from time to time be amended, replaced, expanded or re-enacted.

“Investments” means any investments and includes, without limitation, shares, stocks, debentures, share warrants, units of mutual funds, collective investment schemes, securities, deeds giving a right to shares or other securities, cash deposits and deposit certificates. It includes, at any event, transferable securities, shares in companies and other securities equivalent to shares in companies, bonds and other form of securitised debt which are negotiable on the Market, and any securities normally dealt in giving the right to acquire any such transferable securities by subscription or exchange or giving rise to a cash settlement, excluding instruments of payment.

“Investment Advice” means the provision of personal recommendation to a client, either after his request, or on the initiative of the IF, in relation to one or more transactions related to financial instruments; for the purposes of this definition, a personal recommendation is given the meaning assigned to it in article 2 of 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.

“Member State” means a country member of the European Union.

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

“Services” means the Investment and Ancillary Services provided or to be provided by the IF to the Client as per Appendix 1.

“Securities” means any Financial Instruments as these are defined in the Law as this may, from time to time be amended, replaced, expanded or re-enacted.

1.2 In this Agreement the headings of the clauses shall be used solely for ease of reference and shall not be construed as part of this Agreement.

1.3 Save where the context otherwise provides, the neuter gender shall include the masculine and the female gender and vice versa.

1.4 Reference to any agreement (including without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time be amended, renewed or replaced and to all agreements and documents which are declared to be supplementary to them or are attached thereto.

**2. Services**

2.1 The IF agrees to provide the Client and the Client wishes to be provided with the Services mentioned in **Appendix 1**, in relation to the Financial Instruments mentioned in **Appendix 1**. Appendix 1 may be amended at any time during the duration of this Agreement and any such action does not affect any other terms of this Agreement.

2.2 For the purposes of being provided with the Services, the Client agrees and undertakes to provide the IF with the monies and/or securities that may be agreed between the Client and the IF. Should the provision of monies and/or securities by the Client be agreed between the parties the IF is entitled to treat the provision of such as a prerequisite to the commencement of the Services.

**3. Classification of the Client**

3.1 The IF hereby informs the Client that based on information provided by the Client to the IF, the IF has categorised the Client as a

Professional Client under the Law and shall conduct business with the Client on this basis unless the IF and the Client agree otherwise. The Client may request a variation of the terms of the Agreement in order to secure a higher level of protection. It is the responsibility of the Client to ask for a higher level of protection when he deems he is unable to properly assess or manage the risks involved.

3.2 The different degrees of protection afforded by the different client categories have been provided to the Client in a separate document which the Client acknowledged that he has read and understood.

3.3 The Client is responsible for keeping the IF informed in relation to any change that could affect the categorisation of the Client.

#### 4. Client Representations

4.1 The Client warrants, declares and represents to the IF, that:

- (1) The Financial Instruments and other property assets, including cash amounts, which the Client may deliver from time to time to the IF belong exclusively to the Client and are owned by him free from any right of lien, charge, pledge or any other encumbrance or claim by any third party, unless the Client has otherwise disclosed to the IF in writing,
- (2) In case of a legal person, that it is duly and lawfully registered, and has the power and authority to enter into the Agreement,
- (3) The Financial Instruments and other property assets including cash amounts which the Client may deliver from time to time to the IF are not connected directly or indirectly to any illegal acts or criminal activities,
- (4) Without prejudice to the rights of the IF as set out herein, neither the Client nor any of his Authorised Representative / Attorney shall, except through the IF, have any dealings in relation to or trade in any of the Financial Instruments or cash or any other property assets which he has delivered to or acquired through the IF, unless he informs the IF in writing at least three (3) business days before, of his intention to do so and obtains the IF's approval,
- (5) The Client is acting in his personal capacity and not as an Authorised Representative / Attorney or trustee of any third party, unless he has presented to the satisfaction of the IF, documents or power of attorney permitting him to act as an Authorised Representative / Attorney or trustee of any third party and
- (6) The Financial Instrument or other documents which he may deliver to the IF are genuine, valid, and free of any defect and they shall have the legal effect which they purport to have.

#### 5. Handling of Orders

5.1 The execution policy of the IF is set out in a separate document which the Client has to accept with a written confirmation. The IF may amend its order execution policy at any time during the duration of this agreement subject to the absolute discretion of the IF and any such amendment shall not otherwise affect the provisions of this agreement.

5.2 The IF may act in accordance with and be deemed to have been duly authorised by the Client in respect of any order which appears to have been placed (and which the IF has accepted in good faith that it has been placed) by the Client or by persons which have been appointed in accordance with the provisions of **clause 22**. The orders in respect of the Financial Instruments of the Client may be transmitted by any manner or means which the IF shall determine from time to time, provided the IF is satisfied, in its absolute discretion, for the validity of the order and the identity of the person placing the order. The IF may at its discretion request that the Client signs an indemnity towards the IF for the purpose of accepting orders.

5.3 For the purpose of protecting the mutual interests of the IF and the Client, the IF shall be entitled to proceed to, and the Client consents accordingly to the recording or transcription by any other means of his telephone communications with the IF's employees. The recording may be used as evidence of reception of the order by the IF as well as of the content of the order.

5.4 Any order of the Client to the IF should be precise and should describe its object with accuracy. Orders for amendments, confirmations or repetitions should be defined expressly as such. The IF reserves the right (but not the obligation), in order to protect the Client's transactions, to require the Client, at his own expense, to confirm such orders in writing before transmitting them for execution. Reception of the order by the IF shall not constitute acceptance and acceptance shall only be constituted by execution of the order to the degree and extent of such execution. The IF reserves the right to establish the contents of the order as it should be completed and submitted by the Client to the IF for it to be a valid and binding order under the Agreement.

5.5 Any orders of the Client, once placed, shall be irrevocable except where the IF can and shall allow the Client to revoke or amend the order in question.

5.6 The IF shall have the right to proceed to partial execution of orders or to the aggregation of the order with orders of other Clients of the IF or with orders of the IF for own account within the context of aggregated transactions. In the case of partial or total execution of aggregated orders, the distribution of the proceeds of the transaction among the Clients or among the Clients and the IF shall be effected on a proportional equitable basis, unless otherwise agreed.

5.7 With particular regard to the service of reception and transmission of orders, the IF, upon acceptance of the order, shall only be obligated to duly transmit to a person or persons having the ability to execute such order.

5.8 The Client acknowledges and accepts the risk of mistakes or misinterpretations in the orders sent due to technical or mechanic failures in the electronic or telephone or fax or other systems, the risk of delay or other problems as well as the risk that the orders may be placed by unauthorised persons. The Client accepts that during the reception and transmission or execution of his order, the IF shall have no responsibility as to its content, the identity of the person placing the order or his power to manage the IF Account of the Client or to dispose of the underlying Financial Instruments or for any delay in the reception and transmission or execution of the order except only for fraud or gross negligence. The Client shall be obliged to indemnify and keep indemnified the IF or its directors or its employees or its

representatives for any claim by third parties or damage, obligation, costs or expenses which the IF or any third party may incur or sustain as a result of the reception and transmission or execution of the orders.

5.9 The IF shall have no liability in respect of acts or omissions of natural or legal persons which may substitute it during the reception and transmission or execution of the Client's order.

5.10 The Client shall be exclusively responsible for the persons employed for the transmission of the orders and shall be precluded from claiming against the IF any defect during the transmission of the order in relation to the person transmitting the order, even where the said person has acted fraudulently or with gross negligence. The Client shall be bound unto the IF for each and every order transmitted to the IF in his name through such person and any relevant claim by him shall be limited exclusively to a claim against the person transmitting the orders.

## 6. Refusal of execution

6.1 The Client acknowledges the IF's right, at any time and for any reason, to refuse at its absolute discretion to execute any order, including without limitation the following cases:

- (1) where the IF considers that the execution of the order is intended or may be intended to manipulate the market of the Financial Instruments (market manipulation),
- (2) where the IF considers that the execution of the order is intended or may be intended to legalise the proceeds of illegal activities (money laundering),
- (3) where the IF considers that the execution of the order constitutes or may constitute abusive use of privileged confidential information (insider trading),
- (4) where the IF considers that the execution of the order affects or may affect in any way the credibility or the normal operation of the market,
- (5) if the account of the Client does not have sufficient balances to cover the transaction or in the case of an order for the sale of Financial Instruments, if there is no sufficient number of Financial Instruments registered in the name of the Client which may be transferred so that the sale order may be satisfied,
- (6) if the Client has not fulfilled all his obligations to the IF as these arise from this Agreement.

Any refusal of the IF to execute any order shall not affect the obligations which the Client has towards the IF or the rights which the IF has against the Client or against Financial Instruments or property assets owned by the Client or on which the Client has any right.

## 7. Titles of Financial Instruments

7.1 Unless the Client has otherwise agreed in writing, the Financial Instruments purchased by the IF on behalf of the Client shall be registered in the name of the IF or to its order for account of the Client or in the name of the Client and subject to the provisions of **clause 8.1**, the titles, if any, shall be held by the IF at its address, as mentioned in the Agreement or by their issuer.

7.2 Subject to the provisions of **clause 8.3** below, if the Client requires the dispatch of his titles, he should do so in writing in full knowledge that he shall have full responsibility and that he shall be required to re-deposit the titles with the IF if he wishes to place a relevant sale order to the IF.

## 8. Safe keeping of Financial Instruments

8.1 Where the Client and the IF agree, the Financial Instruments of the Client may be deposited for safe keeping either with the IF or with a third party of the IF's choice who provides such custody services, upon the terms and conditions which the IF or the said third parties provide such services and subject to the terms of an additional agreement sign by the Parties for this purpose whose provisions shall apply specifically for the Service. The provisions of the Agreement shall apply to the extent that they do not conflict with provisions of such document.

8.2 In case the Financial Instruments are deposited for safe keeping with third parties, the Client shall give his irrevocable instruction and authorisation to the IF to enter on his behalf into an agreement with the custodian of the IF's choice upon the terms and conditions that the custodian provides the service. It is further agreed that the Client shall bear the costs and expenses of such service and he shall be fully responsible for the corresponding risk. The IF shall solely bear the responsibility for the selection of the custodian.

8.3 In case the Client wishes the return of his Financial Instruments or other property assets, he shall give written notice to the IF. Upon receipt of the notice, the IF shall, as soon as possible, arrange for the delivery to the Client or to his order of any Financial Instruments or property assets belonging to the Client or the control of those which are under its possession or control as the case may be. The Client shall bear the costs and expenses for the dispatch or transfer of the Financial Instruments or other property assets. Provided that the IF maintains the rights he would otherwise have against the Financial Instruments or property assets in relation to the Client's obligations under the Agreement.

8.4 The above are not exclusive of other references to safe keeping of or parting with Financial Instruments or assets belonging to the Client set out in the Agreement or any other Agreement thereto.

## 9. Client's Account

9.1 All funds delivered by the Client to the IF for the purpose of acquiring of the Financial Instruments or which are the proceeds of sale of the Financial Instruments of the Client or which the IF holds for the account of the Client for any reason or purpose shall be held in the name of the Client and/or in the name of the IF for the account of the Client in a Bank and/or other IF as shall be agreed from time to time



with the Client.

9.2 By signing the Agreement the Client authorises the IF to proceed to any deposits or withdrawals from the above account on behalf of the Client including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken in the context of this Agreement and all amounts payable by or on behalf of the Client to the IF or to any other person.

#### **10. Investment Advice**

10.1 The Client agrees that the Services provided by the Agreement shall be provided on an execution only basis of the orders of the Client by the IF and the Client should not expect from the IF the provision of any Investment Advice unless the IF expressly agrees to provide such Services. Any news, prices, opinions and any other information which may be provided to the Client are simply provided to enable the Client to take his own investment decisions and do not constitute personal investment advice. In case the IF is deemed, for any reason to provide any recommendation or advice the Client hereby agrees that any transaction carried out by following or alternatively ignoring any such recommendation or advice shall be deemed to have been carried out by the Client based exclusively on his own judgment.

10.2 The Client agrees and acknowledges that he shall not rely on the IF for any investment strategy and the IF shall absolutely have no responsibility, irrespective of the circumstances, for any such investment strategy, or investment.

10.3 In case the Client requires the IF and the IF agrees accordingly to provide the Client with the Service of provision of Investment Advice the above **clauses 10.1 and 10.2** shall not apply and the Parties shall sign an additional separate document for this purpose whose provisions shall apply specifically for the Service. The provisions of the Agreement shall apply to the extent that they do not conflict with provisions of such document.

#### **11. Portfolio Management**

11.1 Where the Client requests from the IF the provision of the Service of Managing of Investment Portfolio and the IF agrees, the Parties shall sign an additional separate document for this purpose whose provisions shall apply specifically for the Service. The provisions of the Agreement shall apply to the extent that they do not conflict with provisions of such document.

#### **12. Derivative Financial Instruments**

12.1 Where the Client requests from the IF to proceed on his behalf with transactions in derivative Financial Instruments and the IF agrees, the IF may request at its discretion, if it seems necessary to do so, that the Parties shall sign an additional separate document for this purpose whose provisions shall apply specifically for the Service. The provisions of the Agreement shall apply to the extent that they do not conflict with provisions of such document.

#### **13. Dividends and other Rights**

13.1 The Client shall be responsible for doing all necessary acts for the collection of all income and the acquisition of all rights and the exercise of the voting rights deriving from his Financial Instruments unless otherwise provided for in the Agreement.

13.2 Without prejudice to the generality of the provisions of the above clause, dividends, distributions and other income arising from the Financial Instruments of the Client and received for any reason by the IF, shall be collected by the Client from the IF's address following a relevant notice of collection by the IF or shall be deposited in the Client's IF account, unless the Client shall give other instructions in writing. If the Client requires the dispatch of his income, the IF shall do so, but the Client shall have full responsibility for any risk involved and shall bear all relevant cost.

13.3 Without prejudice to the generality of the above provision, the Client understands and agrees that he is and shall be solely responsible for having knowledge of the rights and terms of issue of all his Financial Instruments which may be terminating or expiring. These include, without any limitation, share issues, bonus issues, warrants, voting rights, convertible Financial Instruments, bonds, stocks and Financial Instruments which are subject to any acquisition or exchange offer. The IF shall have no responsibility nor shall it have any duty to notify the Client in respect of any expiry dates or acquisition dates or to proceed to any actions on behalf of the Client without specific written orders from the Client which has been accepted by the IF in writing. In case the IF proceeds with any reminder in relation to the Financial Instruments of the Client or exercise or conversion on behalf of the Client, this shall not entail the assumption or recognition of any obligation on the part of the IF, recommendation or provision of investment advice and the Client shall remain responsible for all of the above without any prejudice to the foregoing.

#### **14. Laws and Regulations**

14.1 All transactions for the account of the Client shall be subject to the laws governing the constitution and operation, the rules, regulations, orders, circulars and customs of the Cyprus Stock Exchange, the Athens Stock Exchange or any other Stock Exchange where the IF shall conduct transactions on behalf of the Client, the Cyprus Securities and Exchange Commission, the Market and those governing the operation of the Investment Firms, as such rules, regulations, orders, circulars and customs shall be amended or altered from time to time. The IF shall be entitled to take or abstain from taking any measures necessary in order to comply with these rules, regulations, orders, circulars and customs in force from time to time. Any such measures taken and all rules, regulations, orders, circulars and customs in force or applicable shall be binding on the Client.

## 15. Breach of Obligations of Client

15.1 The Client shall deposit with the IF, before the execution of the order, any funds required for the execution of the order or any Financial Instruments the sale of which is required from the IF in relation to his order. In case these obligations are not met, the IF shall be free not to execute and set aside the relevant order, in whole or in part, or to cancel the execution altogether. If the IF proceeds to execute the Client's order, though the Client has not fulfilled his obligations, the Client shall be obligated to deposit immediately the purchase price of the Financial Instruments, in case of purchase, or to deliver the Financial Instruments, in case of sale, and to deposit the IF's fee as well as the relevant duties or commissions or other expenses, otherwise the Client shall be considered instantly in arrears without any further notice. The Client shall be liable for any loss caused to the IF from this delay including for any loss of profit. Furthermore, the IF shall be entitled to debit any amount due to the Client's IF Account or any other temporary account without prejudice to any other right of set off or attachment the IF may be entitled to.

15.2 All property assets, including any kind of Financial Instruments or funds which come, by any means, into the possession of the IF for account of the Client or the disposal of which the IF undertakes on behalf of the Client, shall be subject to the IF's right of lien. The IF shall therefore be entitled to refuse to deliver any of them to the Client or to any other person to the order of the Client until the Client carries out his obligations towards the IF. For this purpose, all other separate transactions between the Client and the IF shall be deemed to be governed by these terms. The IF shall not be liable for any losses caused to the Client or to any third party by the exercise of the right of lien or by any other lawful action which may be taken by the IF, for the settlement of its claims against the Client, including any future or contingent claims.

15.3 The Parties agree that in case the IF carries out a transaction on behalf of the Client which is not covered by the balance of the Client's IF Account, the latter shall immediately pay the difference between the balance and the cost of the transaction. In addition and without any limitation to the obligation of the Client to pay such difference, the Parties mutually acknowledge that the IF shall have the following rights:

- (1) To sell or in any other way liquidate any Financial Instruments or other property assets of the Client which are in the possession or control of the IF for any reason and to cover, with the proceeds a part of or the total of the difference. In case the property assets or Financial Instruments which are in the possession or control of the IF are more than one, the IF shall be free to choose the priority of liquidation at will.
- (2) To withhold any amounts in cash or other property assets or Financial Instruments managed or possessed by it in any manner.
- (3) To set-off, without the consent of the Client, any amount held for the account or to the credit of the Client against any obligations of the Client to the IF or to combine any accounts of the Client held with the IF.
- (4) For the purposes of **clause 15.3**, the balance of the Client's IF account may include an amount of credit facilities and/or margin provided by the IF to the Client, if the Client and the IF have agreed for the provision of such credit facilities and/or margin to the Client by the IF. The Parties shall sign an additional separate document for this purpose whose provisions shall apply specifically to the Service. The provisions of the Agreement shall apply to the extent that they do not conflict with the provisions of such document.

15.4 The Client shall bear any cost incurred by the IF for the management and any liquidation of the property assets or the Financial Instruments of the Client as well as for all legal and other expenses.

15.5 If the Client owes any amount to the IF, regardless of whether it is in arrears, the IF may require the Client to deliver to the IF as security for the amounts owed, any property assets or Financial Instruments which the IF shall deem necessary, the value of which should be equal to such percentage of the amount owed to the IF as the IF shall specify, in each case. To this extent, the Client shall be obligated to sign any requisite document and take all necessary action for the granting of any such security in favour of the IF.

15.6 The IF may refuse to proceed with its obligations under the Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which the abovementioned obligations of the IF arise.

15.7 The IF shall be entitled to charge interest on each debt of the Client which has become in any way due and payable, at such rate as it may decide from time to time based on the IF's relevant policy.

15.8 The Client shall fully reimburse the IF as soon as he is required to do so for any loss sustained in any way, which is due to acts or omissions of the Client or his Authorised Representatives or Attorneys.

## 16. Indemnity

16.1 Save in cases of gross negligence, wilful neglect or fraud on the part of the IF or its employees, the Client shall indemnify and keep the IF and or its directors and or its employees and or its representatives harmless and free from any claim by third parties and or for any loss, liability, costs or expenses which the IF may incur in respect of any act or omission of the IF in respect to the provision of the Services or as a result of any act or omission on behalf of the Client and or its Authorised Representatives or Attorneys.

16.2 The IF shall have no liability for any loss caused by misrepresentation of facts or by error of judgment or any act done or omitted to be done by the IF whenever caused, save to the extent that such misrepresentation or act or omission is directly due to the wilful neglect or fraud on the part of the IF and or its directors and or its employees and or its representatives.

16.3 The IF shall have no liability for any loss of opportunity as a result of which the value of the Financial Instruments of the Client would have otherwise been able to increase or for any decrease in the value of the Financial Instruments of the Client, howsoever caused, save to the extent that such loss or decrease is directly caused by the wilful neglect or fraud on the part of the IF or its directors or its employees or its representatives.

## 17. Foreign Exchange

17.1 Any conversion required to be effected from one currency to another for the execution of any order or for effecting any transaction by the IF in accordance with or in relation to this Agreement, may be done by the IF in such manner and at such time as it may deem appropriate at its absolute discretion. The Client acknowledges and agrees that he shall undertake all risks arising from any such conversion and in particular, without prejudice to the generality of the above, the risk of loss which may be created as a result of the fluctuation in the exchange rates.

17.2 Without prejudice to the generality of the above clause, in case the Client does not fulfil his obligations mentioned in **clause 16** above, the IF shall have the right to debit any IF Account of the Client held with the IF, with any amount connected with the execution of the Client's order in the currency of the relative transaction or at the IF's absolute discretion, with the respective amount in a currency in which the Client holds his IF account with the IF, at the spot rate of exchange as this shall be finally determined by the IF.

## 18. Fee, Charges, Commissions, and other Expenses

18.1 The IF shall be entitled to a fee in respect of the Services provided by it as this shall be specified by the IF from time to time depending on the type of transaction and in accordance with the IF's charging policy in force from time to time. The present amount and the method of payment of the IF's fee as well as any charges, commissions, taxes or other expenses are described in **Appendix 2**. Any amendment of the **Appendix 2** effected by the IF in accordance with this clause shall be notified to the Client. The IF may elect to disclose the essential terms of the arrangements relating to the fees, commissions or non-monetary benefits in summary form. **Appendix 2** may be amended at any time during the duration of this agreement and any such action does not affect any other terms of this Agreement.

18.2 In addition to the fee of the IF as per **clause 18.1**, the Client shall pay to the IF immediately upon its demand all out of pocket expenses which the latter has incurred during the provision of the Services or the execution of the orders, any Value Added Tax, any other tax, duties and levies, any fees payable to any third parties taking part in the provision of the Services or the execution of the orders and any other expenses incurred or which are payable in relation to the provision of the Services or the execution of the orders.

18.3 The Client hereby authorises the IF to debit immediately his IF Account with the payable amounts as provided by **clause 18**. In case the Client does not maintain an account with the IF or there is no available balance in his IF Account, the IF shall be entitled to debit any amount due in a temporary account at such rate of interest as provided in **clause 15.7**.

## 19. Provision of Information to Client

19.1 Where the IF has carried out an order, other than for portfolio management, on behalf of the Client, the IF promptly provides the Client, in a Durable Medium, with the essential information concerning the execution of that order.

19.2 Where, for the purposes of the Directive, information is required to be provided in a Durable Medium and the provision of that information in that medium is appropriate to the context in which the business between the IF and the Client is carried on, the Client chooses in respect of section 4(1) of the Directive that the provision of the information be done by electronic communication to the address of the Client as specified above.

19.3 In addition the provisions of **clause 19.1** the IF supplies the Client, on request, with information about the status of his order.

19.4 In cases where the client elects to receive information about executed transactions on a transaction-by-transaction basis, the IF provides promptly to the Client, on the execution of a transaction, the essential information concerning that transaction in a Durable Medium.

19.5 Where the IF holds client financial instruments or client funds it sends at least once a year, to the Client for whom it holds financial instruments or funds, a statement in a Durable Medium of those financial instruments or funds unless such a statement has been provided in any other periodic statement.

19.6 Any objections by the Client regarding any item included in the information sent to him as per **clauses 19.1 and 19.2** above, should be submitted to the IF in writing within fifteen (15) days from the date he is informed. Otherwise, the Client shall be deemed to have accepted all items included in the above information.

19.7 The Client may submit to the IF in writing his objection as to the execution or non-execution or the manner of execution of the transaction carried out for his account within two (2) business days from the date of confirmation. Failure of the Client to act as above shall prevent the Client from raising any objection, contestation or dispute with respect to the transaction executed for his account.

## 20. Assignment of Duties - Representatives

20.1 The IF shall have the right to appoint representatives to execute any administrative or other services so as to enable the IF to execute its obligations under the Agreement. The IF shall act in good faith and shall exercise due care, in selecting and using the representatives.

20.2 The IF shall have the right, after giving written notice to the Client, to assign any of its duties under the Agreement to an associate and may provide information in relation to the Client to any such associate. However the liability of the IF to the Client in respect of all matters assigned to the associate shall not be affected.

20.3 Any such associate or representative assuming the obligations set out above shall meet the requirements of the Law.

## 21. Power of Attorney and other Documents

21.1 The Client shall sign any document which in the opinion of the IF is fair and necessary for the provision of the Services by the IF under the Agreement, including without limitation, powers of attorney for the execution of his orders. Any such power of attorney shall constitute an integral part of the Agreement.

## 22. Authorised Representative - Attorney

22.1 In case the Client wishes a third person to manage his Financial Instruments and other issues related to this Agreement he must inform the IF in writing of the name of the said person (hereinafter called the "Authorised Representative / Attorney"). The Client acknowledges that the IF shall have dealings with this person only upon production by the latter of a power of attorney granted by the Client, satisfactory to the IF at its absolute discretion.

22.2 The IF may specify from time to time, the form, the content, adequacy and completeness of the authorisation of any person to give orders to the IF in relation to the Client and his Financial Instruments.

It is further provided that where the Client is a legal person, the term "Authorised Representative / Attorney" shall include the person duly authorised by relevant resolution of the appropriate body of the legal person or by a Power of Attorney, to act on behalf of such legal person.

22.3 Any order given by any such duly Authorised Representative / Attorney, shall be deemed to have been given by the Client and the Client acknowledges and accepts any such order as if given by him and shall be fully responsible for all consequences resulting from the fact that the IF has acted pursuant to such order.

22.4 In case the Client as the person in whose name the Financial Instruments are registered is acting as authorised representative of a third person whether such person has been indicated to the IF or not, the IF shall consider the Client as being the IF's only Client and that he is acting for himself on the basis of the Agreement. Such third person shall not be considered as a Client of the IF whether directly or indirectly, under any circumstances and the IF shall bear no responsibility towards such person.

## 23. Investor Compensation Fund

23.1 In this Agreement, the Investor Compensation Fund for IF Clients as per paragraph 1 of article 59 of the Law shall apply where appropriate to the Investment or Ancillary Services provided by the IF.

## 24. Acknowledgment of Risks - Safekeeping

24.1 The Client acknowledges that the Financial Instruments or funds of that client may be held by a third party on behalf of the IF and in such cases the Client may not be fully protected against the insolvency of the third party or in case of any act or omission of any such third party.

24.2 The Client acknowledges that funds or Financial instruments of the Client may be held in an omnibus account by a third party and in such cases the Client may not be fully protected against the insolvency of the third party or in case of any act or omission of any such third party.

24.3 The Client acknowledges that Client Financial Instruments may be held with a third party and such Financial Instruments may not be separately identifiable from the proprietary financial instruments of that third party or of the IF and in such cases the Client may not be fully protected against the insolvency of the third party or in case of any act or omission of any such third party.

24.4 The Client acknowledges that accounts that contain Financial Instruments or funds belonging to the Client may be subject to the law of a jurisdiction other than that of an EU member state and the rights of the Client relating to those Financial Instruments or funds may differ accordingly.

24.5 The Client acknowledges that a depository may have a security interest or lien over, or right of set-off in relation to Financial Instruments or funds belonging to the Client.

24.6 The Client acknowledges and without any reservation accepts that, notwithstanding any investment advice or information which may have been given by the IF, the value of any investment in Financial Instruments may fluctuate either upwards or downwards.

24.7 The Client acknowledges and without any reservation accepts the existence of a substantial risk of incurring losses and damages as a result of buying or selling any Financial Instrument and acknowledges his willingness to take such risk.

24.8 The Client declares that he has read, understands and without any reservation accepts the following:

- (1) Information regarding past returns of a Financial Instrument does not guarantee the future returns. The use of historic data does not constitute necessarily a safe forecast as to the corresponding future return of the Financial Instruments to which such data refer.
- (2) Certain Financial Instruments may not be capable of being liquidated immediately due to reasons such as reduced demand and the Client may not be in a position to readily sell them or receive easily any information on the value of such Financial Instruments or the extent of the risks relating to such Financial Instruments.
- (3) Warrant is the right to acquire shares or other securities with or without the deposit of a certain amount to the issuer. If the Client does not exercise such a right to acquire shares or other securities during the exercise period of the Warrants, upon expiry, the Warrants lapse and have no value whatsoever.

- (4) The value of the Warrants is directly affected by the price of the share or security which may be acquired when the warrant is exercised. For example, a minor change in the price of the share or security which shall be acquired may result in a major change in the price of the Warrant. Consequently, the value of the Warrant is highly volatile.
- (5) The Client should not purchase Warrants unless and until he is prepared to lose all funds invested and any commissions and other expenses incurred by him.
- (6) When a Financial Instrument is negotiated in a currency other than the currency of the country of residence of the Client, any changes in the exchange rates may have a negative effect on its value.
- (7) Any Financial Instrument in foreign markets may entail risks different than the ordinary risks in the market at the Client's country of residence.

24.9 The nature and extent of the risks mentioned above vary from country to country and depend on the Financial Instrument on which the investment shall be effected. In general, the risk factor is affected inter alia by:

- (1) The type of the intended investment.
- (2) The manner in which the specific investment is effected or the specific Financial Instrument is offered or negotiated or sold.
- (3) The needs and profile of the investor.
- (4) The market in which the Financial Instruments are negotiated and whether such market is regulated or not.
- (5) The political risk in the country of the relevant Market or the country of the issuer.
- (6) The clearing and settlement system applicable to the relevant Market.
- (7) The place of registration or business, the capitalisation and the main business of the issuer.
- (8) The risk of insolvency of the issuer.
- (9) The complexity of the transaction.
- (10) Whether the transaction is connected with margin payment or the granting of credit or deposit of collateral or whether it is a leveraged transaction.
- (11) The counter-party risk.

24.10 The Client acknowledges and accepts that there may be other risks additional apart from those mentioned above.

## 25. Conflict of Interest

25.1 The conflict of interest policy adopted by the IF in relation to the Services to be undertaken for the Client is set out in a separate document which the IF circulates to the Client. The IF may amend its conflict of interest policy at any time during the duration of this agreement subject to the absolute discretion of the IF and any such amendment shall not otherwise affect the provisions of this agreement.

25.2 Notwithstanding the provisions of the provisions of **clause 25.1** above, the IF declares that it shall take all possible measures in order to prevent or solve any conflict of interest between itself or persons associated with itself and its clients on the one hand, or amongst its clients inter se on the other hand. The IF, however, draws the attention of the Client and the Client concurs to the following possible events of conflict of interest:

- (1) The IF or any associated company or any company which is a member of the group of companies to which the IF belongs may:
  - (a) be an issuer of instruments in which the Client wishes to effect a transaction,
  - (b) enter into a contract with the Client in order to execute his order,
  - (c) act for own account or for another Client as purchaser or seller and may have an interest in securities of the issuer in which the Client wishes to effect a transaction,
  - (d) act as advisor, investment manager, underwriter, market maker, creditor, issuing manager, or may have a commercial or other interest with any issuer or third party,
  - (e) pay a fee to any third persons who introduced the Client to it or acted in any manner beneficial to the IF or so that the Client's orders are placed with the IF,
  - (f) be entitled to receive any amount in the form of commission or otherwise from any third person in relation to any Financial Instrument or investment product or Services.
- (2) The IF may execute differing orders for the account of different Clients.

## 26. Duration of Agreement

26.1 This Agreement shall enter into force on the day of signing thereof and its duration shall be indefinite, unless terminated in accordance with **clause 28** below.

## 27. Amendment of Agreement

27.1 The Agreement, including the Appendices, may only be varied by a subsequent agreement in writing between the Parties, save as provided in **clause 18** above.

27.2 Provided that in case of any amendment of the Law or other relevant legislation or legal instrument in Cyprus or abroad which may affect the relationship between the IF and the Client, the IF may amend unilaterally the terms of the Agreement, provided it shall give to the Client written notice in any manner it shall deem expedient.

## 28. Termination

28.1 The Parties shall be entitled to terminate the Agreement at any time by giving to the other Party a fifteen (15) days written notice.

28.2 The IF may terminate the Agreement immediately without giving notice in case of:

- (1) death of the Client,
- (2) filing of a petition or issue of judgment or order for winding up or liquidation or bankruptcy of the Client,
- (3) in case the Client comes into an agreement or arrangement with its creditors,
- (4) the Client being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means in relation to the execution of this Agreement,
- (5) failure or refusal of the Client to fulfil or comply fully with any of its obligations under the Agreement,
- (6) revocation of the Power of Attorney referred to in **clause 21** above.

28.3 It is further provided that in case of termination of the Agreement, any lawful rights or obligations which have arisen during or before the termination of the Agreement shall not be affected and the Client shall be obliged to pay to the IF, inter alia:

- (1) any outstanding fee of the IF and any other amount payable to the IF,
- (2) any additional expenses which the IF incurs or shall incur as a result of the termination of the Agreement, and
- (3) any losses arising during the arrangement or the settlement of the outstanding obligations.

28.4 Upon termination of the Agreement, the IF shall arrange, as soon as possible, for the delivery to the Client or to his order of any funds or Investments or Financial Instruments of the Client which are in the IF's possession, provided that the IF shall retain all rights it may have for the payment of any outstanding obligations of the Client including, without any limitation, the payment of any sum which the Client owes to the IF under the Agreement. The IF shall be entitled to sell such Investments or Financial Instruments to cover any outstanding obligations of the Client.

## 29. Client Details

29.1 The individual or corporate details of the Client, as the case may be, shall be those designated in the initial part of the Agreement, in the account opening documents and in the Client's Questionnaire of the IF. The IF shall update the Client's details by written notice to the Client every three (3) years or at any other time it deems necessary to do so..

29.2 The Client undertakes the obligation to inform immediately the IF in writing of any change in these details as well as any revocation or change in the authority granted for his representation (in particular, the Power of Attorney), otherwise the IF shall not be liable for the execution of transactions which are based on the details provided to the IF prior to receiving notice of such change.

## 30. Confidentiality

30.1 The Parties shall have a duty of confidentiality with respect to their relationship hereunder during the term of this Agreement as well as after its termination. Such confidentiality shall cover all communication, documentation or other information exchanged during the course of such relationship.

30.2 The IF shall have the right, without giving prior notice to the Client, to disclose such details of the transactions of the Client or such other details as the IF may consider necessary in order to comply with applicable law, the requirements of any third person or other appropriate or regulating authority having the right to demand such disclosure or to comply with any obligation of the IF to proceed to the said disclosure to any third person.

30.3 The IF and the Client agree to comply with the Processing of Personal Data (Protection of Individual) Law 2001 and to process personal information in accordance with such Law.

## 31. Notices

31.1 Subject to any specific provision to the contrary in this Agreement, any notice, orders, instructions, authorisations, requests or other communication which shall be given to the IF by the Client under this Agreement, shall be in writing and shall be dispatched to the address of the IF as this is set out above or to any other address which may be designated from time to time to the Client for this purpose and shall be valid when it is actually received by the IF provided this does not conflict and is not contrary to any term of the Agreement.

31.2 Subject to any specific provision to the contrary, any written notice or other communication of documents by the IF to the Client under the Agreement, shall be given by hand or dispatched by mail, fax or electronic mail (or in any other manner the IF shall determine and notify the Client accordingly) to the mail address or fax number referred to on the first page of the Agreement or to the electronic mail address referred to in the Client's Questionnaire and shall be deemed to have been given in case of communication by mail when delivered to the said address or as the case may be, 7 days after it has been mailed in an envelope addressed to the Client at the said mail address or in case of communication by fax or electronic mail when such has been sent.

## 32. Force Majeure

32.1 The IF shall not be deemed to have failed to respond to its obligations and shall have no liability for any loss or damage which the Client may incur as a result of any total or partial failure, discontinuance or delay in the execution of the duties or obligations of the IF under the Agreement or of any other person who acts as an intermediary or participates in the execution of the orders, caused by any act of God, fire, war, political upheaval, labour dispute, strike, governmental action, or any stock exchange or credit institution, discontinuance or suspension of the operation of the stock exchange market, failure of communication for any reason with market makers, non-operation of any computer transaction system, any other defect in or failure of transmission to communication facilities of any nature between the IF and the Client or any other party, suspension of the right of the IF to provide partly or fully any Services in Cyprus or in any other country or for any other reason beyond the IF's control.

**33. Applicable Law and Jurisdiction**

33.1 The Agreement and any transaction of the Client and the IF shall be governed by and construed in accordance with the Laws of the Republic of Cyprus and the Parties shall submit to the non-exclusive jurisdiction of the Cyprus Courts.

**34. Assignment**

34.1 The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his rights or obligations under the Agreement.

34.2 The IF may at any time assign or transfer any of its rights or obligations under the Agreement.

**35. Whole Agreement**

35.1 The Agreement and the Appendices shall constitute the agreement between the IF and the Client in accordance with the provisions of the Law and shall supersede any other written or oral communication. It is further provided that any other general or specific order or other document or agreement which has been or shall be signed by the Client, shall be deemed to be incorporated in the Agreement. It is finally provided that if there is, in any order or other document or agreement between the IF and the Client, a specific provision contrary to the provisions of the Agreement, such specific provision shall prevail unless such specific provision is contrary to the provisions of the Law.

**36. Representations by the IF**

36.1 The Client acknowledges that no representation has been made to him by or on behalf of the IF which in any way induced or persuaded the Client to enter into the Agreement.

**37. Forbearance**

37.1 Negligence, tolerance or forbearance on the part of any Party with respect to its rights under this Agreement shall in no way be deemed a silent or other waiver or abandonment of rights.

**38. Partial invalidity**

38.1 If any provision of this Agreement shall be rendered invalid, illegal or non-enforceable it shall be deemed to be deleted to the extent necessary to rectify such invalidity, illegality or non-enforceability and all other provisions of the Agreement shall remain valid and enforceable.

**39. Various terms**

39.1 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 who constitute the Client shall be deemed to have been given by and on behalf of all the persons which constitute the Client.

39.2 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.

39.3 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,
- (3) all the information he has provided or will provide to the IF for the duration of this Agreement is true and correct
- (4) all the documents he has provided or will provide to the IF for the duration of this Agreement are original and authentic and their content is true and correct
- (5) he undertakes to notify the IF immediately of any changes in his circumstances