

OTKRITIE CAPITAL CYPRUS LIMITED

Registration # HE 165058
Date of Incorporation: 06/09/2005

License # 069/06
Issued by the Cyprus Securities & Exchange Commission

APPENDIX N^o1
To the General Rules and Regulations
On Services on the Securities Markets

AGREEMENT N^o BA-____/2019

_____, 2019

On Rendering Brokerage Services

CYPRUS

“**OTKRITIE CAPITAL CYPRUS LIMITED**”, hereinafter referred to as the **Company**, represented by the Director Mr. Olga Krusanova, acting on the basis of the Memorandum and Articles of Association, and _____, hereinafter referred to as the **Client**, represented by _____, acting on the basis of _____, jointly referred to as the **Parties**, concluded the agreement on the following:

1. The Company undertakes under the Instructions of the Client and for a Fee to carry out legal and other activities related to concluding transactions with Financial Instruments under the terms and in the procedure provided for in the General Rules and Regulations on Services on the Securities Market (hereinafter referred to as the “**Rules**”).
2. Relations between the Parties, their rights and obligations shall be stipulated by the Rules, which are an integral part of this Agreement.
3. Under this Agreement the Client acknowledges that it has read and accepted the Rules, and the Client undertakes to fulfill all the terms and conditions provided for in the Rules including all amendments to the Rules that have been agreed by the Parties.
4. By signing this Agreement the Client acknowledges its approval of all Appendixes to the Rules.
5. The Company is a regulated Cyprus Investment Firm and shall provide the services to the Client in accordance with current regulations and within the scope of its license issued by Cyprus Securities & Exchange Commission (hereinafter referred to as the “CySEC”).
6. The Parties confirm to each other that have the full rights, powers and obligations to conclude this Agreement.
7. By signing this Agreement, the Client confirm that the Client’s Assets are freely disposable and clear from any rights, claims, interests of any third person or any incumbency, unless otherwise agreed by the Parties in writing.
8. The Client acknowledges and accepts that in order to obtain the Services it shall provide the Company with all the necessary information and documents requested by the Company in accordance with the Law. The Client shall also provide the Company, on demand, with other information which the Company may reasonably request.
9. The Client undertakes to pay the Fees to the Company in the amount and under the terms stipulated by the Rules.
10. Under the Rules the Client undertakes to reimburse all the Company’s expenses related to the Services.
11. All information, reports, notifications, messages and other documents covered by the Rules may be given to the Client in the Company’s office or sent to the Client via authorized e-mail (electronically), fax, by post and through the Company’s website.
12. The Client can check its Account and Transactions details, balances, best execution of its orders and all other information concerning its investments via request sending from the authorized e-mail.
13. A confirmation of the executed order will be send to retail Clients in a durable or electronic form, no later than the first Business Day after its execution.

14. The Company has various measures in order to safeguard and protect the Client's financial instruments and Funds. The Company keeps, maintains, such records and accounts as are necessary to distinguish Assets held for one client from Assets held for any other client.
15. The Company maintains records and accounts in a way that ensures their accuracy, and in particular their correspondence to the financial instruments and Funds held for clients.
16. The Company conducts on regular basis reconciliations between its internal accounts and those of any third parties by whom the Client's Assets are held.
17. The Company ensures that any client financial instruments deposited with a third party are identifiable separately from the financial instruments belonging to the Company and from financial instruments belonging to that third party.
18. Where the Client's Funds deposited in a central bank, a credit institution or a bank authorised in a third country or a qualifying money market fund, such Funds are held in an account or accounts identified separately from any accounts used to hold funds belonging to the Company.
19. The Company has adequate organizational arrangements in order to minimize the risk of the loss or diminution of the Client's Assets or of rights in connection with those Assets.
20. The execution of this Agreement does not violate any provision the Law or the Company's and Client's constitutional documents or any agreement to which the Client is a party or which is binding upon the Client.
21. By signing this Agreement, the Client confirms that it is in its right mind and firm memory, the Client understands that signing this Agreement imposes rights and obligations in accordance with this Agreement and the Rules.
22. By signing this Agreement, the Client confirms that it has relied solely upon its own evaluation of the terms hereof or upon advice from its independent professional advisors and has not relied and will not rely on any statements, advice or recommendation of the Company with respect of the suitability of this Agreement for it.
23. This Agreement is concluded for an indefinite period of time. This Agreement may be terminated by mutual agreement of the Parties, or unilaterally by sending to the other Party a termination notice.
24. The Agreement is governed by and shall be construed in accordance with the laws of the Republic of Cyprus.
25. Any legal action, dispute or proceedings arising out of, or in connection that may arise in relation to this Agreement, shall be referred to arbitration by a single arbitrator in accordance with the provisions of the Arbitration Law of Cyprus, Cap 4. The language in which such arbitration shall be conducted shall be English.

 (Name of the Client)

OTKRITIE CAPITAL CYPRUS LIMITED

 Name & Title of the Signatory

Olga Krusanova, Director
 Name & Title

Approved and agreed upon by the Parties:

 (Signature on behalf of the Client)

 (Signature on behalf of the Company)