

GENERAL PROVISIONS For the Agreement on Administration of Financial Instruments Account In the Luminor Trading Platform

1. Definitions

- 1.1. Unless the context requires otherwise, for the purposes of this Agreement, the following capitalised terms shall have the following meaning:
- 1.1.1. **“Documents”** mean:
- 1.1.1.1. the General Business Terms for Investment Services Rendered via Luminor Trading Platform,
 - 1.1.1.2. the Business Terms for Securities Trading via Luminor Trading Platform,
 - 1.1.1.3. the Commissions & Charges Schedule,
 - 1.1.1.4. the Policy of Avoiding Conflicts of Interest in Providing Investment Services,
 - 1.1.1.5. the Policy for Execution of Orders in Financial Instruments,
 - 1.1.1.6. Client Classification Policy,
 - 1.1.1.7. the Luminor General Business Terms,
 - 1.1.1.8. Ex-ante Information on Costs and Charges of Investment Products,
 - 1.1.1.9. the Bank's Inducement Policy for the Provision of Investment and Ancillary Services, and
 - 1.1.1.10. the Payment Service Rules.
- 1.1.2. **“Commissions & Charges Schedule”** shall have the meaning prescribed in the General Business Terms for Investment Services Rendered via Luminor Trading Platform.
- 1.1.3. **“Bank's Internal Account”** means an account of the Bank, provided above in this Agreement, meant for the transfer of the funds and/or Financial Instruments by the Client to be used for the trading via the Trading Platform and to be pledged to the Bank under the provisions of Documents.
- 1.1.4. **“Order”** means the Client's instruction to the Bank regarding Financial Instruments to be bought and / or sold and / or transferred via the Trading Platform.
- 1.1.5. **“Trading Platform”** shall have the meaning provided in the General Business Terms for Investment Services Rendered via Luminor Trading Platform.
- 1.2. In this Agreement, references to the singular shall also include the plural.
- 1.3. The capitalised terms used in this Agreement and not defined herein above shall have the meaning defined in the Terms and Conditions for the Provision of Investment Services or other Documents as the context requires.

2. Account

- 2.1. Financial Instruments and funds shall be held on the Account in accordance with:
- 2.1.1. Whereby an Agreement between the Client and the Bank is subject to Estonian law: The Estonian Securities Market Act;
- 2.1.2. Whereby an Agreement between the Client and the Bank is subject to Latvian law: The Financial Instruments Market Law of the Republic of Latvia;
- 2.1.3. Whereby an Agreement between the Client and the Bank is subject to Lithuanian law: The Law on Financial Instruments Markets of the Republic of Lithuania.
- 2.2. The Bank and the Client hereby agree that the Bank shall grant the Client the access to the Account and the Trading Platform within 3 (three) Business Days from the date of signing of the Agreement by sending the Client the Client's identification number and the user password for the access to the Trading Platform at the Client's e-mail address as specified herein above. The Client is obliged to change the user password sent by the Bank during the first session on the Trading Platform. The Client hereby undertakes to keep the Client's identification number and user password for the access to the Trading Platform in secret and, in the event of loss or disclosure of this information to any third parties, the Client shall immediately notify the Bank thereof and block the access to the Trading Platform in accordance with the procedure established in the General Business Terms for Investment Services Rendered via Luminor Trading Platform.
- 2.3. In order to deposit any funds in the Account, the Client shall transfer the funds from the Client's current account

opened for the Client (designated in this Agreement or specified in any other agreement between the Client and the Bank) to the Bank's internal account designated in this Agreement (or a different account if specified in any other agreement between the Client and the Bank). The Client is aware and accepts that funds may be deposited in the Account by transfer made only from the Client's current account in the Bank which is provided in this Agreement (or a different account if specified in any other agreement between the Client and the Bank).

2.4. In order to deposit securities to the Account the Client shall initiate free of payment (FOP) transfer of such securities from any other securities account held with the Bank or any other provider of such securities accounts services to the Bank's internal account. Before initiating any such transfer the Client shall inform the Bank and provide the Bank with all information regarding such securities as the Bank may require. The Client hereby acknowledges and understands that the Bank may, at its sole discretion, unilaterally decide not to accept any securities into the Account without providing the Client any reasons thereto.

2.5. The Bank hereby undertakes to credit the funds received and / or to transfer the securities received from the Client as indicated in Clauses 2.3. and 2.4. above to the respective Account or sub-account under the terms and conditions provided for in the General Business Terms for Investment Services Rendered via Luminor Trading Platform. Any funds received shall be credited to the Account in the currency in which the funds have been transferred by the Client. If the Client transfers any funds hereunder to the Account in any currency other than that of the Account (or the sub-account(s) opened for the Client) indicated herein above, the Bank shall have the right to refuse crediting the funds to the Account and to return the funds to the Client.

2.6. Any funds or securities in the Account shall only be used for purposes defined in other specific agreements between the Client and the Bank.

2.7. No interest shall be paid on the balance of funds in the Account, unless otherwise provided for in the General Business Terms for Investment Services Rendered via Luminor Trading Platform.

2.8. To withdraw funds from the Account the Client shall have the right to give the Bank:

2.8.1. a free form request via the Bank's internet banking system; or

2.8.2. an electronic data file in the form acceptable to the Bank, evidencing the Client's qualified electronic signature on the instruction to return funds from the Account, in the form and content set by the Bank, sending such electronic data file at the e-mail address specified by the Bank; or

2.8.3. A free-form request via recorded phone conversation.

2.8.4. A free-form written request signed by the client whereby the original signed request is provided by the Client to the Bank personally, after the Client is identified by a representative of the Bank or via an appointed representative of the Client after the Client's representative is identified by a representative of the Bank in person.

2.9. The Bank will transfer the amount of funds specified by the Client from the Account to the Client's current account designated herein above under the terms and conditions provided for in the General Business Terms for Investment Services Rendered via Luminor Trading Platform (or within another term if so specified in any other agreement concluded between the Client and the Bank), if the Client may freely dispose of the funds in the Account, after deduction of the following amounts:

2.9.1. funds for settlements under Orders placed by the Client;

2.9.2. funds that are pledged, seized or otherwise encumbered;

2.9.3. overdue financial liabilities to the Bank.

2.10. Irrespective of the provisions of Clause 2.9. above, the Bank shall have the right, without negative effect to the Bank, to refuse to transfer the funds or any part thereof from the Account if the Client cannot freely dispose of the funds in the Account or any part thereof and (or) in the event of any breach of this Agreement or Documents by the Client.

2.11. The Parties hereby agree that the relationship between the Bank and the Client in respect of the payment transactions by the Client in the Account or in other accounts opened with the Bank shall be governed by the Payment Service Rules of the Bank, except where such relationship is governed by other Documents.

3. Placement and Execution of Orders

3.1. The Bank shall have the right to perform transactions in respect of the Client's Financial Instruments via the Trading Platform on the basis of the Client's Orders, placed in accordance with the procedure established in this Agreement and the Documents.

3.2. The Client may place Orders to the Bank via the Trading Platform or over the telephone (provided that the Client has such rights granted by the Bank under any separate agreement). Orders over the telephone shall be placed by telephone (subject to Clause 3.9. of these General Provisions) on Business Days during the Bank's official working hours. After reception of the Client's Order, the Bank shall give the Client a confirmation of reception of the Order via Luminor Trading Platform or orally over the telephone. If the instruction is accepted orally, the Bank shall place the Client's order on the Trading Platform or forward the instruction to executing broker.

3.3. The Bank has a right to disclose the content of the transcripts to supervisory institutions, courts or any other third parties when the Bank deems so necessary to the preservation of the interests of the Bank and (or) the Client. Transcripts which evidence a transaction or are in any way related to it may be provided to the Client (when requested) five years after

the making thereof and can be submitted to the competent Financial Supervisory authority seven years after the making thereof.

3.4. Upon reception of the Client's Order to perform transactions in respect of Financial Instruments, the Bank shall give the Client a confirmation of the reception of the Order via the Luminor Trading Platform. The Client's Order shall be deemed executed only after the Bank has given the Client the confirmation specified in Clause 3.7. herein below.

3.5. The Client may cancel or change an Order at any time prior to the execution in accordance with the procedure established in the Documents or (and) on the Trading Platform.

3.6. The Bank shall have the right to refuse to execute the Client's Order if the Client has not delivered sufficient Financial Instruments or funds or (and) in the event of any breach of this Agreement or the Documents by the Client or (and) in other cases stipulated in the Documents.

3.7. Upon execution of an Order in respect of Financial Instruments for the Client, the Bank shall deliver a notice to the Client via the Trading Platform to confirm the execution of the Client's Order.

3.8. The Client shall be responsible for all the Orders and for the accuracy of any information sent on-line using the Client's name, password or other personal identification means implemented for the Client identification purposes.

3.9. Only if on reasonable grounds the Client is not able to provide Orders using the Trading Platform, Orders may be placed over the telephone to the Bank. The Bank shall have the right, at its own discretion, to refuse to receive Orders placed over the telephone or (and) to request the confirmation of any Order received over the telephone in the manner acceptable to the Bank. The Bank shall have the right to record the Orders placed over the telephone and to use any such recording to establish the fact of placement and the content of Orders. The Parties hereby agree that a transcript from the Trading Platform or a recording of the telephone conversation shall be considered as obvious and sufficient evidence of the Order placed by the Client.

4. Information, Notices and Reports regarding Services Provided

4.1. The Bank shall give notices (reports) regarding the Orders executed via the Trading Platform. The Bank and the Client hereby agree that notices (reports) regarding the Orders executed via the Trading Platform may be given to the Client by the Bank in writing, within 5 (five) Business Days of the reception of the Client's respective request by the Bank. The Client hereby agrees to pay the Bank the fees for the written notices (reports) as per the Commissions & Charges Schedule.

4.2. The Bank shall give confirmations of the reception and execution of Orders in accordance with the procedure and within the terms stipulated in Clauses 3.4. and 3.7. of these General Provisions and in the Documents.

4.3. The information to the Client regarding the Client's Financial Instruments and funds held in the Account shall be available via the Trading Platform.

4.4. Any other notices or information under this Agreement or the Documents shall be given by the Bank to the Client via the Trading Platform or (and) by electronic mail or (and) in any other manner stipulated in the Documents.

4.5. No later than one month after end of each calendar quarter the Bank shall provide the Client with a report concerning his/her Financial Instruments, Transactions and cash (data relevant on the last day of the calendar quarter) via the Trading Platform. The Client has a right to request that such reports are submitted more frequently.

5. Payment

5.1. The Parties hereby agree that the Client shall pay the Bank the fees indicated in the Commissions & Charges Schedule for the Services provided, in the manner and within the terms stipulated in the Documents and in the Commissions & Charges Schedule and in any other agreements between the Client and the Bank.

5.2. In case of the Client's default on the obligations under the Agreement, but irrespective of whether the Agreement has been terminated, the Bank shall be also entitled to, in respect of the whole amount owed by the Client to the Bank under this Agreement, debit from all Client accounts and deposits in any currency held by the Client with the Bank. The Client irrevocably consents to the Bank's performing of debit operations stipulated in this paragraph. In case of debiting in any other than the credit currency, the same conversion rules as those set in the General Business Terms for Investment Services Rendered via Luminor Trading Platform for debiting of the payable amounts from the Account shall apply.

6. Client's Representations and Consents

6.1. The Client hereby represents to be aware that the Trading Platform may provide an option for the Client to enter into contracts and (or) agreements with third parties for the provision of services and hereby assumes all risks and liabilities related to the entering into and execution of such contracts and (or) agreements.

6.2. The Client also makes the following representations:

6.2.1. the information provided by the Client to the Bank prior to the conclusion and during the validity term of this Agreement, is accurate, true and complete;

6.2.2. any information, provided by the Client to third parties via the Trading Platform when entering into contracts and (or) agreements with them for the provision of services or in the course of execution of such contracts

and (or) agreements, is accurate, true and complete;

- 6.2.3. the Client has a regular access to the internet and accepts that the identification means for the access to the Luminor Trading Platform shall be provided to the Client by electronic mail; the Client also undertakes to ensure the privacy protection of his/her personal electronic mail and the security of the information (including the obligation to protect the hardware used by the Client by the necessary antivirus, spyware and other software ensuring the security of the information transmitted);
- 6.2.4. the Bank may provide information to the Client via the Trading Platform or by any other means stipulated in the Documents; the Client accepts that the Bank may provide any information that is not personally addressed to the Client by displaying it on the Bank's website;
- 6.2.5. on the Client's request (if such a request was submitted prior to the signing of this Agreement), the Client has been provided with additional comprehensive information regarding the Services provided hereunder, the Financial Instruments, the Trading Platform and related opportunities and risks.
- 6.2.6. Any risk related to the trading in Financial Instruments via the Trading Platform is assumed exclusively by the Client. The Client represents to be willing and capable, including without limitation, financially, to assume any risk related to the trading in Financial Instruments via the Trading Platform.
- 6.2.7. The Bank shall have the right, without any negative repercussion to the Bank, to act as follows:
 - 6.2.7.1. to limit the value of executable Orders provided by the Client via the Trading Platform; and(or)
 - 6.2.7.2. to refuse to credit the Account with the funds transferred by the Client to the Bank if, after such crediting, the balance of the Client's funds in the Account amounted to or exceeded 1 (one) million Euros (or an equivalent thereof in any other currency(-ies)), and shall forthwith notify the Client thereof in the manner specified in Clause 4.4. of the General Provisions hereof.
 - 6.2.7.3. The Client shall assume any risk related to the restrictions stipulated herein above.
- 6.2.8. The losses, which the Bank may incur in relation to the Orders placed by a person with an explicit or implied authority to place Orders to the Bank on behalf of the Client, shall be within the Client's liability.
- 6.2.9. The Bank shall not provide any tax advice to the Client in relation to the services rendered by the Bank under this Agreement and the Documents. The Client must make his/her own analysis of the application/treatment of the taxes relevant to his/her jurisdiction and legal form.
- 6.2.10. Any information provided on or sent via the Trading Platform relating to the Financial Instruments, including without limitation the research carried out by financial analysts and the results of such research or any other information:
 - 6.2.10.1. shall not be considered as an offer to buy or sell or an offer to make an offer to buy or sell;
 - 6.2.10.2. although substantiated by the information from the sources considered reliable by the Bank, such information may be substantiated exclusively on the brokers' opinion;
 - 6.2.10.3. may be incomplete and unverified or unverifiable.The Bank hereby makes no warranties and no representations related to the correctness or completeness of the information provided to the Client and shall not be liable for that.
- 6.2.11. The Client hereby represents to be aware of and accept the limitations of the civil liability of the Bank stipulated in the General Business Terms for Investment Services Rendered via Luminor Trading, including, but not limited to, the limitations of the civil liability resulting from technical failures or disruptions, disturbances, difficulties and errors which hinder or prevent from the proper use of Luminor Trading Platform.
- 6.2.12. The Client hereby represents that all the required information on the essence of the investment services provided hereunder and on the nature of and the risk associated with the Financial Instruments has been provided to him/her sufficiently in advance with sufficient time given so as to make sound investment decisions on an informed basis.
- 6.2.13. The Client is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Agreement or transaction contemplated by the Agreement or any Order or otherwise instruction of the Client;
- 6.2.14. The Client has obtained all necessary consents and has the authority to operate according to the Agreement (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
- 6.2.15. All assets and/or cash supplied by the Client for any purpose under this Agreement shall, subject to the Agreement terms, at all times be free from any charge, lien, pledge or encumbrance and shall be legally and beneficially owned by the Client;
- 6.2.16. The Client is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and

6.3. Given the provision of the Policy for the Execution of Orders in Financial Instruments that the Client's Orders may be executed outside the regulated market or multilateral trading facility, the Bank hereby notifies the Client of such possibility and the Client accepts that the Client's Orders may be executed outside the regulated market or multilateral trading facility in the cases stipulated in the Documents or (and) the Policy for the Execution of Orders in Financial Instruments and in accordance with the procedure established therein. Orders may be executed outside the regulated market or a multilateral trading facility without a separate notice to the Client.

6.4. The Client hereby represents that the information provided to the Bank with regard to the Client's state of residence and state of tax residence, if the latter differs from the state of residence (hereinafter together – **the State of Residence**), is true, and that the State of Residence specified by the Client has been determined in accordance with the legal acts of the relevant state. The Client hereby undertakes to immediately notify the Bank of any change in the Client's State of Residence or any other information provided herein.

The Client hereby acknowledges the following rights of the Bank:

6.4.1. the right to request the Client to furnish the evidence that the information with regard to the State of Residence specified herein above or in the Client's notice is true;

6.4.2. the right to request the Client to compensate all direct and (or) indirect losses incurred by the Bank if the information with regard to the Client's State of Residence provided by the Client is not true or if the Client has failed to notify the Bank of any change in the State of Residence or any other information provided herein.

If in the events specified in the legal acts and (or) agreements entered into with third parties, the specific legal regulation related to the Client's State of Residence gives a rise to any additional obligations for the Bank, including without limitation, the obligation to report the information on the Client to the tax or other authorities of the relevant state, and the Bank incurs any expense related to the performance of such obligations, the Client hereby undertakes to pay the Bank the applicable fees indicated in the Commissions & Charges Schedule and (or) reimburse the expenses incurred by the Bank on the Bank's request.

6.5. The Client shall make any decisions related to material events, if such decisions are necessary to exercise his(her) rights in relation to such material events and provide them to the Bank in due time and manner. If the Client does not provide the Bank with proper instructions regarding any material event within the deadline provided by the Bank, the Bank shall not be liable for any consequences related to the Client's inactions regarding their Financial Instruments or any consequences related to the Client being unable to exercise their rights related to the Financial instruments.

6.6. The above warranties and representations shall be deemed to be repeated each time the Client provides instructions to the Bank for the duration of the relationship between the Client and the Bank.

7. Amendments to these General Provisions

7.1. The Bank may amend the General Provisions of the Agreement unilaterally by giving at least a 14 (fourteen) calendar days' notice thereof to the Client in writing or in any manner stipulated in Clause 4.4. herein above (such notice shall be provided on a durable medium). Unless by the date of effect of the respective amendment to the Agreement the Client gives a notice to the Bank in respect of termination of the Agreement in accordance with the procedure stipulated in Clause 6.4. of the Special Provisions of the Agreement, the Client shall be deemed to have accepted the respective amendments. Orders placed before the date of effect of an amendment to the General Provisions shall be executed under the terms and conditions of the General Provisions effective before the amendment entered into force.

8. Final Provisions

8.1. Where the Client has concluded an Agreement on Administration of Financial Instruments Account, Execution of Orders and Trading via Luminor Trading with the Bank prior to the conclusion of this Agreement, such previously concluded Agreement on Administration of Financial Instruments Account, Execution of Orders and Trading via Luminor Trading shall become null and void from the moment of signing hereof, and the administration of the Client's Account, placement and execution of Orders and provision of other services stipulated in the Agreement and (or) Documents shall be regulated by this Agreement and (or) Documents.