

**APPLICANT INFORMATION**

|  |      |                                       |        |                                   |  |
|--|------|---------------------------------------|--------|-----------------------------------|--|
| TITLE:   |      | NAME:                                 |        | SURNAME:                          |  |
| I.D./PASSPORT NUMBER:  |      | NATIONALITY:                          |        | PLACE OF BIRTH:                   |  |
| PASSPORT DETAILS   |      | COUNTRY OF ISSUE:                     |        | DATE OF BIRTH:                    |  |
|  |      | DATE OF ISSUE:                        |        | EXPIRY DATE:                      |  |
| MARITAL STATUS: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> COHABITATION <input type="checkbox"/> DIVORCED/SEPARATED <input type="checkbox"/> WIDOWED              |      |                                       |        |                                   |  |
| <input type="checkbox"/> CYPRUS RESIDENT   |      | <input type="checkbox"/> NON-RESIDENT |        | NUMBER OF DEPENDANTS:             |  |
|  |      |                                       |        | AGE OF EACH DEPENDANT:            |  |
| RESIDENTIAL STATUS: <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> WITH PARENTS <input type="checkbox"/> OTHER _____  |      |                                       |        | NO. OF YEARS AT CURRENT ADDRESS:  |  |
| EDUCATION: <input type="checkbox"/> HIGH SCHOOL <input type="checkbox"/> COLLEGE <input type="checkbox"/> UNIVERSITY <input type="checkbox"/> POST GRADUATE <input type="checkbox"/> PROFESSIONAL QUALIFICATIONS |      |                                       |        |                                   |  |
| PROFESSION:  |      |                                       |        | YEARS OF SERVICE/SELF-EMPLOYMENT: |  |
| EMPLOYER:<br>(If Self-Employed state so):  |      |                                       |        | POSITION:                         |  |
| PREVIOUS EMPLOYMENT:<br>(IF LESS THAN 2 YEARS IN PRESENT)  |      |                                       |        | YEARS OF SERVICE/SELF-EMPLOYMENT: |  |
| EMPLOYER<br>(If Self-Employed state so):   |      |                                       |        | POSITION:                         |  |
| HOME ADDRESS:  |      |                                       |        |                                   |  |
| POSTAL CODE:   |      | TOWN/CITY:                            |        | COUNTRY:                          |  |
| WORK ADDRESS:  |      |                                       |        |                                   |  |
| POSTAL CODE:   |      | TOWN/CITY:                            |        | COUNTRY:                          |  |
| TEL. NO.:  | HOME | WORK                                  | MOBILE | FAX                               |  |
| E-MAIL:  |      |                                       |        |                                   |  |
| CORRESPONDENCE ADDRESS <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> HOLD MAIL <input type="checkbox"/> OTHER (PLEASE STATE BELOW)  |      |                                       |        |                                   |  |
| CORRESPONDENCE POSTAL ADDRESS:   |      |                                       |        |                                   |  |
| POSTAL CODE:   |      | TOWN/CITY:                            |        | COUNTRY:                          |  |
| BANK/ FINANCIAL INSTITUTION REFERENCE<br>(Name and contact details):   |      |                                       |        |                                   |  |

**APPLICANT'S DECLARATION, AUTHORISATION AND SIGNATURE**

I HEREBY REQUEST AND AUTHORISE ATLANTIC SECURITIES LTD – (HEREINAFTER ATL) TO PROVIDE ME WITH ALL THE ACCOUNTS AND SERVICES I WILL REQUEST. I HEREBY CONFIRM THAT I HAVE BEEN INFORMED AND ACCEPT ALL THE TERMS AND CONDITIONS WHICH GOVERN THE PROVISION OF THE REQUESTED ACCOUNTS AND SERVICES. THE INFORMATION DISCLOSED ABOVE IS TRUE AND ACCURATE AND I WILL PROMPTLY NOTIFY ATL IF ANY OF THE ABOVE PARTICULARS CHANGE OR CEASE TO BE TRUE AND ACCURATE. I ALSO UNDERTAKE TO SUPPLY ANY OTHER INFORMATION THAT MAY BE REQUIRED IN THE FUTURE AND I HEREBY SUBMIT TRUE COPIES OF THE RELEVANT ORIGINAL DOCUMENTS. FURTHERMORE I UNDERSTAND AND AGREE THAT THE INFORMATION ABOVE AND ANY OTHER INFORMATION CONTAINED IN THIS DOCUMENT CAN AND MAY BE DISCLOSED BY ATL FOR REGULATORY PURPOSES OR BECAUSE OF OTHER STATUTORY OBLIGATIONS AND TO OTHER ENTITIES OF THE ATL GROUP.

\_\_\_\_\_

APPLICANT'S SIGNATURE

\_\_\_\_\_

DATE

**FOR ATL USE ONLY**

|                    |           |                        |
|--------------------|-----------|------------------------|
| RECEIVED BY: _____ | _____     | DATE : ___ / ___ / ___ |
| NAME               | SIGNATURE |                        |
| CHECKED BY: _____  | _____     | DATE : ___ / ___ / ___ |
| NAME               | SIGNATURE |                        |
| COMMENTS : _____   |           |                        |

ATLANTIC SECURITIES LTD (hereinafter the CIF) is licensed and regulated by the Cyprus Securities and Exchange Commission under license number CIF 005/03 for the provision of financial and investment services. Following the implementation of the EU Markets in Financial Instruments Directive (MiFID) with the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007) in Cyprus, the CIF is required to classify its clients into one of the following three categories: retail, professional or eligible counterparty.

### **Categorisation Criteria**

The categorisation criteria set by the relevant legislation are the following:

#### **A. Retail Client**

'Retail Client' is a client who is not a professional client or an eligible counterparty.

#### **B. Professional Client**

'Professional Client' is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs in all investment services and activities and financial instruments.

Professional Clients are considered the following:

1. Entities which are required to be authorised or regulated to operate in the financial markets (including entities authorised by a Member State under a Directive, entities authorised or regulated by a Member State without reference to a Directive and entities authorised or regulated by a non-Member State), such as:

- (a) Credit Institutions
- (b) Investment Firms
- (c) Other authorised or regulated financial institutions
- (d) Insurance companies
- (e) Collective investment schemes and management companies of such schemes
- (f) Pension funds and management companies of such funds
- (g) Commodity and commodity derivatives dealers
- (h) Local enterprises
- (i) Other institutional investors (indicatively Portfolio Investment Companies)

2. Large undertakings which satisfy at least two of the following size requirements on a comparative basis:

- (a) balance sheet total at least Euro 20.000.000
- (b) net turnover at least Euro 40.000.000
- (c) own funds at least Euro 2.000.000.

3. 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 organisations.

4. Natural persons who meet at least 2 of the 3 criteria below:

- (a) Have a portfolio of financial instruments of minimum of EUR 500,000.
- (b) Have realized minimum 10 significant transactions per trimester on the same financial instruments during 4 consecutive trimesters.
- (c) Possess significant financial knowledge and expertise or hold or have held a managerial position in a regulated financial firm or bank.

In exceptional cases natural persons who may not satisfy the above criteria but have demonstrated extensive knowledge and expertise of financial markets may be classified by the CIF as Professional Clients.

5. Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions.

#### **C. Eligible Counterparty**

'Eligible Counterparty' is any of the following entities to which a credit institution or an investment firm provides the services of reception and transmission of orders on behalf of clients and/or execution of such orders and/or investment management and/or dealing on own account: EU Investment Firms, other regulated Investment firms, credit institutions, insurance companies, UCITS and their management companies, SICAVs, Portfolio Investment Companies, pension funds and their management companies and other financial institutions authorised by a EU Member State or regulated under Community legislation or the national law of a Member State, undertakings exempted from the application of the Investment Services and Activities and Regulated Markets Law of 2007 under article 3(2)(a) and (b), national governments and their corresponding offices including public bodies that deal with public debt, central banks and supranational organisations.

### **Request for Different Classification**

A Retail Client has the right to request a different classification as a Professional Client but he/she will be afforded a lower level of protection. The CIF is not obliged to deal with the Client on this basis.

A Professional Client has the right to request a different classification as a Retail Client in order to obtain a higher level of protection. The CIF is not obliged to deal with the Client on this basis.

An Eligible Counterparty has the right to request a different classification either as a Professional Client or Retail Client in order to obtain a higher level of protection. The CIF is not obliged to deal with the Client on this basis.

With reference to the Markets in Financial Instruments Directive (“MiFID”) ATLANTIC SECURITIES LTD hereinafter called ATL is required to address the following areas which have a direct impact on its relationships with its customers:

- A. To classify its customers into either a) Retail Investors b) Professional Clients or c) Eligible Counterparties.
- B. To inform customers of its order execution policy
- C. To obtain the customer’s consent to deal outside a Regulated Market or Multilateral Trading Facility

| CUSTOMER DETAILS |                     |
|------------------|---------------------|
| NAME:            | ID/PASSPORT NUMBER: |

### A. CUSTOMER CLASSIFICATION

According to the information provided to ATL, ATL has categorise you as: **RETAIL INVESTOR**  
*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 ATL, as a matter of policy, may decline any such request.*

### B. ORDER EXECUTION POLICY

I/We hereby confirm that I have read and agree with:

1. Execution Policy of ATL
2. Conflict of interest Policy of ATL
3. Differences of protection level between a retail and professional client
4. Customers acceptance policy
5. Clients money Policy

*Please note that ATL may not be able to execute your orders if you do not agree with the above policy.*

### C. CONSENT TO DEAL OUTSIDE A REGULATED MARKET (RM) OR MULTILATERAL TRADING FACILITY (MTF)

I/We hereby agree and acknowledge that ATL may:

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.
2. Use its discretion to determine whether or not to publish any unexecuted limit order under prevailing market conditions.

*Please note that ATL may not be able to execute your orders if you do not provide your consent with the above.*

*If you have any queries or require any additional information/clarification on the above please contact:*  
**[Contact details]**

### CUSTOMER DECLARATION AND CONSENT

I/WE HEREBY STATE THAT I/WE ACCEPT THE ABOVE. I/WE ALSO UNDERTAKE TO INFORM **ATL** IMMEDIATELY OF ANY CHANGES THAT MAY AFFECT ANY OF THE ABOVE.

| Authorised Signatory(ies) Name and I.D. / Passport Number | Signature      | Date           |
|---|----------------|----------------|
| 1. Name:<br>I.D. / Passport Number:                       | .....<br>..... | .....<br>..... |
| 2. Name:<br>I.D. / Passport Number:                       | .....<br>..... | .....<br>..... |

### RETURN OF FORM

- Please return the signed form by any one of the following methods:
1. Fax → +357 22661914.
  2. e-mail → Scanned electronic copy to info@atlanticfs.com quoting **MiFID CONSENT** in the subject line.
  3. Post → P.O. Box 22781, CY-1524 Lefkosia.

### FOR ATL USE ONLY

|              |      |           |                       |
|--------------|------|-----------|-----------------------|
| CHECKED BY:  |      |           | DATE: ___ / ___ / ___ |
|              | NAME | SIGNATURE |                       |
| VERIFIED BY: |      |           | DATE: ___ / ___ / ___ |
|              | NAME | SIGNATURE |                       |
| COMMENTS:    |      |           |                       |

For the purpose of offering good service, protection and promotion of your interests, it is important that you provide ATLANTIC SECURITIES LTD (hereinafter called ATL) 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 ATL the required information in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(l)/2007) and CySEC directive DI144-2007-02 so that to enable ATL 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 investment 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 concession.

| QUESTION  | ANSWER | FOR ATL USE ONLY |
|---|--------|------------------|
| <b>1. What is your regular net annual income</b>  |        |                  |
| Less than €30,000   |        |                  |
| €30,000 – €50,000   |        |                  |
| €50,000 – €100,000  |        |                  |
| Over €100,000   |        |                  |
| <b>2. What is the best estimate of your Net Worth (Assets minus Liabilities)</b>  |        |                  |
| Less than €50,000   |        |                  |
| €50,000 – €200,000  |        |                  |
| €200,000 – €500,000   |        |                  |
| Over 500,000  |        |                  |
| <b>3. What is the desired period of your investments (select all that apply)</b>  |        |                  |
| Very Short Term → 0-1 Year  |        |                  |
| Short Term → 1-3 Years  |        |                  |
| Medium Term → 3-5 years   |        |                  |
| Long Term → > 5 years   |        |                  |
| <b>4. What is your expected yearly return for your investments</b>  |        |                  |
| Low → 3% – 5%   |        |                  |
| Average → 5% – 8%   |        |                  |
| Above average → 8% – 12%  |        |                  |
| High → > 12%  |        |                  |
| <b>5. 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>6. 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   |        |                  |
| Derivatives   |        |                  |
| Commodities   |        |                  |
| <b>7. In what markets have you already invested (select all that apply)</b>   |        |                  |
| None, I have not previously done any investments  |        |                  |
| Home country  |        |                  |
| Developed markets (e.g. USA and Western Europe)   |        |                  |
| Emerging Markets  |        |                  |
| <b>8. By which method have you already invested (select all that apply)</b>   |        |                  |
| Execution only, I decide on my own where to invest  |        |                  |
| Based on investment advice I receive  |        |                  |
| Discretionary / Asset Management  |        |                  |

| QUESTION   | ANSWER | FOR ATL USE ONLY |
|--|--------|------------------|
| <b>9. What is the value of your current investment portfolio</b>   |        |                  |
| Less than €50,000  |        |                  |
| €50,000 – €200,000   |        |                  |
| €200,000 – €500,000  |        |                  |
| Over 500,000   |        |                  |
| <b>10. What is the average value of your financial transactions</b>  |        |                  |
| Less than €5,000   |        |                  |
| €5,000 – €20,000   |        |                  |
| €20,000 – €50,000  |        |                  |
| €50,000 – €100,000   |        |                  |
| Over €100,000  |        |                  |
| <b>11a. 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>11b. How many of these were done in the last 12 months</b>  |        |                  |
| <b>12. Sources of investment portfolio (select all that apply)</b>   |        |                  |
| Spare income / Savings   |        |                  |
| % of regular income  |        |                  |
| Borrowed funds   |        |                  |
| <b>13. What is the composition of your investment portfolio</b>  |        |                  |
| % Cash Deposits and Government Bonds →   |        |                  |
| % Real Estate Property →   |        |                  |
| % Shares and other liquid investments →  |        |                  |
| <b>14. 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>15. Primary objectives of investments (select all that apply)</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>16. Would you consider any level of gearing / margin for your portfolio</b>   |        |                  |
| None   |        |                  |
| < 25%  |        |                  |
| 25% - 50%  |        |                  |
| 50% - 75%  |        |                  |
| Maximum % that can be obtained   |        |                  |
| <b>17. When do you plan to withdraw principal (initial capital invested) from your investment portfolio</b>                      |        |                  |
| In less than 1 year  |        |                  |
| Within 1 – 3 years   |        |                  |
| Within 3 – 5 years   |        |                  |
| After 5 years  |        |                  |
| Currently I do not plan to withdraw principal  |        |                  |
| <b>18. If you plan to withdraw principal from your investment portfolio, what portion do you anticipate withdrawing annually</b> |        |                  |

| QUESTION  | ANSWER | FOR ATL USE ONLY |
|---|--------|------------------|
| Currently I do not plan to withdraw principal   |        |                  |
| Less than 10%   |        |                  |
| Between 10% and 25%   |        |                  |
| Between 25% and 50%   |        |                  |
| Between 50% and 75%   |        |                  |
| Between 75% and 100%  |        |                  |
| <b>19. 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>20. Overall how would you evaluate your investment knowledge and experience</b>  |        |                  |
| Extremely limited – Little or no knowledge  |        |                  |
| Limited – I understand the basics   |        |                  |
| Average – I understand the main investment principles   |        |                  |
| Good – I understand most investment principles  |        |                  |
| Very good – I am an investment professional / professional investor / frequent trader   |        |                  |

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.

**CUSTOMER**

Name and I.D. / Passport Number

Signature

Date

1. Name:

I.D. / Passport Number:

.....

**FOR ATL USE ONLY**

RECEIVED BY: \_\_\_\_\_ NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE : \_\_\_ / \_\_\_ / \_\_\_

CHECKED BY: \_\_\_\_\_ NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE : \_\_\_ / \_\_\_ / \_\_\_

COMMENTS : \_\_\_\_\_

**THIS AGREEMENT IS MADE TODAY**

between ATLANTIC SECURITIES LTD (Registration No. 119857), having its registered office at 37, Prodromou Str. 1090 Nicosia, (hereinafter called “the Investment Firm or IF”), carrying on business in accordance with the Law on the one part and

Mr/Mrs/Messrs

Full Name

with I.D. / passport

Address

Contact telephone number

Fax number

e-mail

Full Name

with I.D. / passport

Address

Contact telephone number

Fax number

e-mail

(hereinafter called “the Client”),

**WHEREAS**

- A. The IF is an Investment Firm (IF) having the right to provide, inter alia, the Services mentioned in **clause 2.1** below,
- B. The Client wishes to make use of the Services provided by the IF and in particular the Services mentioned in **Appendix A**, 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 personal details and his investment profile.

**NOW BY THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

**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 per **clause 2.2** below.

“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 the 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 **clause 2.3** below.

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 shall have the right to provide the following Investment and Ancillary Services to the Client:

[SERVICES TO BE ADJUSTED ACCORDING TO IF LICENCE]

Investment Services:

- (1) Reception and transmission on behalf of Clients, of orders in relation to one or more of the Financial Instruments or execution of such orders for account of Clients,
- (2) Dealing in Financial Instruments for own account,
- (3) Managing of investment portfolios in accordance with

mandates given by Clients on a discretionary basis where such portfolios include one or more of the Financial Instruments,

- (4) Providing Investment advice,
- (5) Underwriting in respect of issues of one or more of the Financial Instruments or the placing of such issues.

Ancillary Services:

- (1) Safe keeping or administration in relation to one or more of the Financial Instruments,
- (2) Safe Custody Services,
- (3) Granting credits or loans to third parties (Clients) to enable them to carry out transactions in Financial Instruments where the IF is involved in such transactions,
- (4) Advice to undertakings on capital structure, business strategy and related matters and advice and services relating to mergers and the purchase of undertakings (mergers and acquisitions),
- (5) Foreign exchange services where these are connected with the provision of Investment Services.

2.2 Financial Instruments as defined by the Law shall be:

- (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) 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.
- (10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics 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), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this paragraph, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded



on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

2.3 The IF agrees to provide the Client and the Client wishes to be provided with the Services mentioned in **Appendix A**, in relation to the Financial Instruments mentioned in **Appendix A**.

Appendix A 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.

2.4 For the purposes of being provided with the Services, the Client agrees and undertakes to provide the IF with the securities that may be agreed between the Client and the IF. Should the provision of 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 available to the IF, the IF has categorised the Client as a retail client under the Law and shall conduct business with the Client on this basis. Such categorisation affords maximum protection to the Client under the Law.

3.2 The Client may request in writing to be exempt from the application of the rules relating to retail investors and the application to his case of the rules applicable to professional investors. Such a re-categorisation shall not take effect automatically but shall be dealt with by the IF subject to the provisions of the Law. The conditions for such a re-categorisation are set out in **Appendix B**.

3.3 The different degrees of protection afforded by the different client categories are set out in **Appendix C**.

3.4 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 Instruments or other document which he may deliver to the IF are genuine, valid, 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.

The execution policy covers, inter alia, the following details:

- (1) an account of the criteria applicable and the importance attached to these criteria;
- (2) a list of the execution venues on which the IF places significant reliance in meeting its obligation to take all reasonable steps to obtain on a consistent basis the best possible result for the execution of Client orders;
- (3) reference to any specific instructions from the Client that may prevent the IF from taking the steps that it has designed and implemented in its execution policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.

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. As at present, the IF accepts orders by ..... (mail, SWIFT, telephone, fax, internet, e-mail or by delivery by hand), 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 be obliged to timely transmit and execute the Client's orders and particularly as soon as possible after reception of such order. Derogation is only permitted where the delay in the transmission or execution of the order is in the Client's interest and the Client has not declined the possibility of such derogation. In addition, the IF shall be obliged to show due diligence in order to execute the order in the best possible terms for the Client as provided below.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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 the specific agreement between the Client and the IF or the third party as the case may be. The Client shall approve such terms in advance.

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 Appendix 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 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, bonus issues, warrants, voting rights, convertible Financial Instruments, 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 have 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, 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 commissions, taxes or other expenses shall be determined in **Appendix D**. Any amendment of the **Appendix D** 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. Further details, however, may be

disclosed at the request of the Client. **Appendix D** 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 The IF provides the Client with the general information set out below:

- (1) (the name and address of the IF, and the contact details necessary to enable clients to communicate effectively with the IF);
- (2) (the languages in which the client may communicate with the IF, and receive documents from the IF);
- (3) (the methods of communication to be used between the IF and the Client including, where relevant, those for the sending and reception of orders);
- (4) (the nature, frequency and timing of the reports on the performance of the service to be provided by the IF to the Client in accordance with section 36(1)(g) of the Law);
- (5) (if the IF holds client financial instruments or funds, a summary description of the steps which it takes to ensure their protection, including summary details of any relevant investor compensation or deposit guarantee scheme which applies to the IF by virtue of its activities in the Republic of Cyprus);
- (6) (a description, which may be provided in summary form, of the conflicts of interest policy maintained by the IF in accordance with paragraph 23 of the Directive for the authorisation and operating conditions of the IF). At any time that the Client requests it, the IF shall provide further details of its conflicts of interest policy.
- (7) (The IF, when providing the investment service of portfolio management, establishes and provides the Client with an appropriate method of evaluation and comparison such as a meaningful benchmark, based on the investment objectives of the Client and the types of financial instruments included in the client portfolio, so as to enable the Client for whom the service is provided to assess the IF's performance);
- (8) An IF shall, when it proposes to provide portfolio management services to a retail client or potential retail client, provide the Client, in addition to the information required under paragraph (1) with such of the following information as is applicable:
  - (a) information on the method and frequency of valuation of the

financial instruments in the client portfolio;

(b) details of any delegation of the discretionary management of all or part of the financial instruments or funds in the client portfolio;

(c) a specification of any benchmark against which the performance of the client portfolio will be compared;

(d) the types of financial instrument that may be included in the client portfolio and types of transactions that may be carried out in such instruments, including any potential relevant limits;

(e) the management objectives, the level of risk to be reflected in the IF's exercise of discretion, and any specific constraints on that discretion.

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(1) Where the IF has carried out an order, other than for portfolio management, on behalf of the Client, the IF sends the Client a notice in a Durable Medium confirming execution of the order as soon as possible and no later than the first business day following execution or, if the confirmation is received by the IF from a third party, no later than the first business day following receipt of the confirmation from the third party. The IF shall not send the notice where the confirmation would contain the same information as a confirmation that is to be promptly dispatched to the Client by another person. Again the IF shall not send the above notice where orders executed on behalf of the Clients relate to bonds funding mortgage loan agreements with the Clients, in which case the report on the transaction shall be made at the same time as the terms of the mortgage loan are communicated, but no later than one month after the execution of the relevant order.

(2) In addition the IF supplies the Client, on request, with information about the status of his order.

(3) In the case of orders relating to units or shares in a collective investment undertaking which are executed periodically, the IF either sends the above notice or provides the Client, at least once every six months, with the information listed in paragraph 4 of Section 19 of the Directive .

19.4 (1) When the IF provides the service of portfolio management to the Client it provides a periodic statement in a Durable Medium of the portfolio management activities carried out on behalf of the Client unless such a statement is provided by another person.

(2) The periodic statement referred to in paragraph 1 shall be provided once every six months, except in the following cases:

(a) where the Client so requests, the periodic statement shall be provided every three months;

(b) in cases where paragraph 4 of Section 20 of the Directive applies, the periodic statement shall be provided at least once every 12 months;

19.5 Where the IF provides portfolio management transactions for

the Client or operates Client accounts that include an uncovered open position in a contingent liability transaction, the IF also reports to the Client any losses exceeding any predetermined threshold, agreed between the IF and the Client, no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

19.6 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.

19.7 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.

19.8 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 to the Investment or Ancillary Services provided by the IF. The IF has the obligation to inform the Client in writing regarding the existence and operation of the Investor Compensation Fund for IF Clients.

### **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 additional risks 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

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

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

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

**THE PARTIES**

**CLIENT**

**Name and I.D. / Passport Number**

**Signature**

**Date**

Name:

I.D. / Passport Number:

.....

.....

**WITNESSES**

**Signature**

**Date**

**ATLANTIC SECURITIES LIMITED**

**Signature**

**Date**

.....

.....

**APPENDIX A**

**SERVICES PROVIDED**

**The Services which shall be provided by the IF to the Client are the following:**

**Services**

- Reception and transmission of orders in relation to one or more financial instruments
- Execution of orders on behalf of clients
- Portfolio management
- Investment advice

**Ancillary Services**

- Safekeeping and administration of financial instruments, including custodianship and related services
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings
- Foreign exchange services where these are connected to the provision of investment services
- Investment research and financial analysis or other forms

**The Financial Instruments for which the above Services shall be provided are:**

- Transferable securities
- Money-market instruments
- Units in collective investment undertakings
- 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
- 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).
- Financial contracts for differences

.....  
Signature

.....  
Full Name

.....  
Date

## APPENDIX B

### Re- categorisation of Client

The Client may be permitted to waive some of the protections afforded by the conduct of business rules of the IF.

Any such waiver of the protection afforded by the standard conduct of business regime shall be considered valid only if an adequate assessment of the expertise, experience and knowledge of the customer, undertaken by the IF, gives reasonable assurance, in light of the nature of the transactions or services envisaged, that the Client or, in the case of a legal entity, its managers and directors, are capable of making their own investment decisions and understanding the risks involved.

In the course of the above assessment, as a minimum, two of the following criteria should be satisfied:

- the customer has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters,
- the size of the customer's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds €500 000
- the customer works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

#### Procedure

The Client defined above may waive the benefit of the detailed rules of conduct only where the following procedure is followed:

- the Client must state in writing to the IF that he wishes to be treated as a professional customer, either generally or in respect of a particular investment service or transaction, or type of transaction or product,
- the IF will give the Client a clear written warning of the protections and investor compensation rights he may lose,
- the Client shall state in writing that he is aware of the consequences of losing such protections.

## APPENDIX C

### Differences in investor protection between the categories of retail customer and professional customer

A retail client may request to be treated as a professional client. Such a request by a client is subject to the discretion of the IF exercised pursuant to the provisions of the Law.

**It is noted that differences in treatment between retail clients and professional clients relating to the time prior to the signing of the Agreement are not set out below.**

#### Investor protection for retail clients

##### Paragraph 1

The IF ensures that all information, it addresses to, or disseminates in such a way that it is likely to be received by, retail clients including marketing communications and, furthermore, satisfies the conditions laid down in subparagraphs 1 to 7.

(1) The information referred to above:

- (a) includes the name of the IF;
- (b) is accurate and in particular does not emphasise any potential benefits of an investment Service or Financial Instrument without also giving a fair and prominent indication of any relevant risks;
- (c) is sufficient for, and is presented in a way that is likely to be understood by, the average member of the group to whom it is directed, or by whom it is likely to be received;
- (d) does not disguise, diminish or obscure important items, statements or warnings.

(2) Where the information compares investment or ancillary Services, Financial Instruments, or persons providing investment or ancillary Services, the following conditions are satisfied:

- (a) the comparison is meaningful and presented in a fair and balanced way;

- (b) the sources of the information used for the comparison are specified;
- (c) the key facts and assumptions used to make the comparison are included.

(3) Where the information contains an indication of past performance of a Financial Instrument, a financial index or an investment Service, the following conditions are satisfied:

- (a) that indication is not the most prominent feature of the communication;
- (b) the information includes appropriate performance information which covers the immediately preceding 5 years, or the whole period for which the Financial Instrument has been offered, the financial index has been established, or the investment Service has been provided if less than five years, or such longer period as the firm may decide, and in every case that performance information is based on complete 12-month periods;
- (c) the reference period and the source of information is clearly stated;
- (d) the information contains a prominent warning that the figures refer to the past and that past performance is not a reliable indicator of future results;
- (e) where the indication relies on figures denominated in a currency other than that of the Member State in which the retail client is resident, the currency is clearly stated, together with a warning that the return may increase or decrease as a result of currency fluctuations;
- (f) where the indication is based on gross performance, the effect of commissions, fees or other charges is disclosed.

(4) Where the information includes or refers to simulated past performance, it relates to a Financial Instrument or a financial index, and the following conditions are satisfied:

- (a) the simulated past performance is based on the actual past performance of one or more Financial Instruments or financial indices which are the same as, or underlie, the Financial Instrument concerned;
- (b) in respect of the actual past performance referred to in point (a), the conditions set out in points (a) to (c), (e) and (f) of subparagraph 4 are complied with;
- (c) the information contains a prominent warning that the figures refer to simulated past performance and that past performance is not a reliable indicator of future performance.

(5) Where the information contains information on future performance, the following conditions are satisfied:

- (a) the information is not based on or refers to simulated past performance;
- (b) the information is based on reasonable assumptions supported by objective data;
- (c) where the information is based on gross performance, the effect of commissions, fees or other charges are disclosed;
- (d) the information contains a prominent warning that such forecasts are not a reliable indicator of future performance.

(6) Where the information refers to a particular tax treatment, it prominently states that the tax treatment depends on the individual circumstances of each client and may be subject to change in the future.

(7) The information does not use the name of any competent authority in such a way that would indicate or suggest endorsement or approval by that authority of the products or services of the IF.

## **Paragraph 2**

The IF, in good time, before the provision of investment or ancillary Services to retail clients provides the information required under **paragraphs 3 to 6**.

If the IF has not already provided the information set out in **paragraphs 3 to 6** then it shall provide the information to a retail client immediately after starting to provide the service.

## **Paragraph 3**

(1) The IF provides retail clients with the following general information, where relevant:

- (a) the name and address of the IF, and the contact details necessary to enable clients to communicate effectively with the IF;
  - (b) the languages in which the client may communicate with the IF, and receive documents and other information from the IF;
  - (c) the methods of communication to be used between the IF and the client including, where relevant, those for the sending and reception of orders;
  - (d) a statement of the fact that the IF is authorised and the name and contact address of the competent authority that has authorised it;
  - (e) where the IF is acting through a tied agent, a statement of this fact specifying the Member State in which that agent is registered;
  - (f) the nature, frequency and timing of the reports on the performance of the service to be provided by the IF to the client in accordance with section 36(1)(g) of the Law;
  - (g) if the IF holds client Financial Instruments or funds, a summary description of the steps which it takes to ensure their protection, including summary details of any relevant investor compensation or deposit guarantee scheme which applies to the IF by virtue of its activities in the Republic or in other Member State;
  - (h) a description, which may be provided in summary form, of the conflicts of interest policy maintained by the IF in accordance with paragraph 23 of the Directive for the Authorisation and Operating Conditions of Cyprus Investment Firms;
  - (i) at any time that the client requests it, further details of that conflicts of interest policy in a durable medium or by means of a website (where that does not constitute a durable medium) provided that the conditions specified in paragraph 4(2) of the Law are satisfied.
- (2) The IF, when providing the investment Service of portfolio management, establishes an appropriate method of evaluation and comparison such as a meaningful benchmark, based on the investment objectives of the client and the types of Financial Instruments included in the client portfolio, so as to enable the client for whom the service is provided to assess the IF's performance.
- (3) The IF, when it proposes to provide portfolio management services to a retail client provides the retail client, in addition to the information required under subparagraph (1), with such of the following information as is applicable:
- (a) information on the method and frequency of valuation of the Financial Instruments in the client portfolio;
  - (b) details of any delegation of the discretionary management of all or part of the Financial Instruments or funds in the client portfolio;
  - (c) a specification of any benchmark against which the performance of the client portfolio will be compared;
  - (d) the types of Financial Instrument that may be included in the client portfolio and types of transactions that may be carried out in such instruments, including any potential relevant limits;
  - (e) the management objectives, the level of risk to be reflected in the manager's exercise of discretion, and any specific constraints on that discretion.

(3) The IF shall provide the professional clients with the information referred to in paragraphs 4(5) and (6) in good time before the provision of the service concerned.

## **Paragraph 4**

(1) The IF provides clients with a general description of the nature and risks of Financial Instruments, taking into account, in particular, the client's categorisation either as a retail or professional client. That description must explain the nature of the specific type of instrument

concerned, as well as the risks particular to that specific type of instrument in sufficient detail to enable the client to take investment decisions on an informed basis.

(2) The description of risks includes, where relevant to the specific type of instrument concerned and the status and level of knowledge of the client, the following elements:

- (a) the risks associated with that type of Financial Instrument including an explanation of leverage and its effects and the risk of losing the entire investment;
- (b) the volatility of the price of the specific instrument and any limitations on the available market for such instrument;
- (c) the fact that an investor might assume, as a result of transactions in such instruments, financial commitments and other additional obligations, including contingent liabilities, additional to the cost of acquiring the instruments;
- (d) any margin requirements or similar obligations, applicable to instruments of that type.

(3) If the IF provides a retail client with information about a Financial Instrument that is the subject of a current offer to the public and a prospectus has been published in connection with that offer in accordance with the Public Offer and Informative Bulletin Law, the IF informs the client where that prospectus is made available to the public.

(4) Where the risks associated with a Financial Instrument composed of two or more different Financial Instruments or Services are likely to be greater than the risks associated with any of its components, the IF provides an adequate description of the components of that instrument and the way in which their interaction increases the risks.

(5) In the case of Financial Instruments that incorporate a guarantee by a third party, the information about the guarantee includes sufficient details about the guarantor and the guarantee to enable the retail client to make a fair assessment of the guarantee.

#### **Paragraph 5**

(1) Where the IF holds Financial Instruments or funds belonging to the retail clients, it shall provide the retail clients with such of the information specified in subparagraphs (2) to (7) as is relevant.

(2) The IF informs the retail client where the Financial Instruments or funds of that client may be held by a third party on behalf of the IF and of the responsibility of the IF for any acts or omissions of the third party and the consequences for the client of the insolvency of the third party.

(3) Where funds or Financial Instruments of the retail client are held in an omnibus account by a third party, the IF informs the client of this fact and provides a prominent warning of the resulting risks.

(4) The IF informs the retail client where it is not possible for client Financial Instruments held with a third party to be separately identifiable from the proprietary Financial Instruments of that third party or of the IF and provides a prominent warning of the resulting risks.

(5) The IF informs the client where accounts that contain Financial Instruments or funds belonging to that client are or will be subject to the law of a jurisdiction other than that of a Member State and indicates that the rights of the client relating to those Financial Instruments or funds may differ accordingly.

(6) The IF informs the client about the existence and the terms of any security interest or lien which the IF has or may have over the client's Financial Instruments or funds, or any right of set-off it holds in relation to those instruments or funds. Where applicable, it also informs the client of the fact that a depository may have a security interest or lien over, or right of set-off in relation to those instruments or funds.

(7) The IF, before entering into securities financing transactions in relation to Financial Instruments held by it on behalf of the retail client, or before otherwise using such Financial Instruments for its own account or the account of another client, in good time before the use of those instruments provides the retail client, in a durable medium, with clear, full and accurate information on the obligations and responsibilities of the IF with respect to the use of those Financial Instruments, including the terms for their restitution, and on the risks involved.

#### **Paragraph 6**

(1) The IF provides its retail clients with information on costs and associated charges that includes such of the following elements as are relevant:

- (a) the total price to be paid by the client in connection with the Financial Instrument or the investment or ancillary service, including all related fees, commissions, charges and expenses, and all taxes payable via the IF or, if an exact price cannot be indicated, the basis for the calculation of the total price so that the client can verify it;
- (b) where any part of the total price referred to in point (a) is to be paid in or represents an amount of foreign currency, an indication of the currency involved and the applicable currency conversion rates and costs;
- (c) notice of the possibility that other costs, including taxes, related to transactions in connection with the Financial Instrument or the investment service may arise for the client that are not paid via the IF or imposed by it;
- (d) the arrangements for payment or other performance.

For the purposes of point (a), the commissions charged by the IF are itemised separately in every case.

#### **Paragraph 7**

(1) The IF obtains from clients such information as is necessary for the IF to understand the essential facts about the client and to have a reasonable basis for believing, giving due consideration to the nature and extent of the service provided, that the specific transaction to be entered into in the course of providing a portfolio management service or to be recommended in the course of providing investment advice service satisfies the following criteria:

- (a) it meets the investment objectives of the client in question;
- (b) it is such that the client is able financially to bear any related investment risks consistent with his investment objectives;
- (c) it is such that the client has the necessary experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio.

(2) Where the IF provides an investment service to a professional client it shall be entitled to assume that, in relation to the products, transactions and services for which it is so classified, the client has the necessary level of experience and knowledge for the purposes of subparagraph 1(c).

Where that investment service consists in the provision of investment advice to a professional client covered by Part A of Annex II of the Law, the IF shall be entitled to assume for the purposes of subparagraph 1(b) that the client is able financially to bear any related investment risks consistent with the investment objectives of that client.

**Paragraph 8**

When the IF is assessing whether an investment Service other than the Service of portfolio management or the service of investment advice, as referred to in Section 36(1) (d) of the Law is appropriate for a client, it determines whether that client has the necessary experience and knowledge in order to understand the risks involved in relation to the product or investment service offered or demanded.

For those purposes, the IF shall be entitled to assume that a professional client has the necessary experience and knowledge in order to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which the client is classified as a professional client.

**Paragraph 9**

The IF, when providing investment Services other than investment advice or portfolio management, asks the client to provide information regarding his knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded so as to enable the IF to assess whether the investment service or product envisaged is appropriate for the client; where the IF considers, on the basis of the information received under this paragraph, that the investment service or financial product is not appropriate for the client the IF shall warn the client; this warning may be provided in a standardised format; where the client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the IF warns the client that such a decision will not allow the IF to determine whether the investment Service or financial product envisaged is appropriate for him; this warning may be provided in a standardised format. When the IF provides investment services that only consist of the reception and transmission or/and execution of client orders with or without ancillary services, it may provide those investment Services to its clients without the need to make the determination provided for above, if all the following conditions are met:

(a) The above services relate to shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments, bonds or other forms of securitised debt (excluding those bonds or securitised debt that embed a derivative), UCITS and other non-complex Financial Instruments, a third country market shall be considered as equivalent to a regulated market if it complies with requirements equivalent to those laid down in Part X III.

(b) the Service is provided at the initiative of the client(c) the client has been clearly informed that in the provision of this Service the IF is not required to assess the appropriateness of the Financial Instrument or investment service provided or offered and that therefore he does not benefit from the corresponding protection of the relevant conduct of business rules; this warning may be provided in a standardised format,

(d) the IF complies with its obligations under section 29 of the Law.

**Paragraph 10**

When the IF provides an investment Service other than investment advice to a new retail client for the first time after the date of application of the Directive it proceeds to enter into a written basic agreement, in paper or another durable medium, with the client setting out the essential rights and obligations of the IF and the client.

The rights and duties of the parties to the agreement may be incorporated by reference to other documents or legal texts.

**Paragraph 11**

(1) Where the IF has carried out an order, other than for portfolio management, on behalf of a client, it takes the following action in respect of that order:

(a) the IF promptly provides the client, in a durable medium, with the essential information concerning the execution of that order;

(b) in the case of a retail client, the IF sends the client a notice in a durable medium confirming execution of the order as soon as possible and no later than the first business day following execution or, if the confirmation is received by the IF from a third party, no later than the first business day following receipt of the confirmation from the third party.

Point (b) does not apply where the confirmation would contain the same information as a confirmation that is to be promptly dispatched to the retail client by another person.

Points (a) and (b) do not apply where orders executed on behalf of clients relate to bonds funding mortgage loan agreements with the said clients, in which case the report on the transaction is made at the same time as the terms of the mortgage loan are communicated, but no later than one month after the execution of the relevant order.

(2) In addition to the requirements under subparagraph 1, the IF supplies the client, on request, with information about the status of his order.

(3) In the case of orders for retail clients relating to units or shares in a collective investment undertaking which are executed periodically, the IF either takes the action specified in subparagraph 1(b) or provides the retail client, at least once every six months, with the information listed in subparagraph 4 in respect of those transactions.

(4) The notice referred to in subparagraph 1(b) includes such of the following information as is applicable and, where relevant, in accordance with Table 1 of Annex I of Regulation (EC) No 1287/2006:

(a) the reporting IF identification;

(b) the full name, in case of a physical person or the trade name in case of a legal person or other designation of the client;

(c) the trading date;

(d) the accurate trading time;

(e) the type of the order;

(f) the venue identification;

(g) the instrument identification;

(h) the buy/sell indicator;

(i) the nature of the order if other than buy/sell;

(j) the quantity;

(k) the unit price;

(l) the total consideration;

(m) a total sum of the commissions and expenses charged and, where the retail client so requests, an itemised breakdown;

(n) the client's responsibilities in relation to the settlement of the transaction, including the time limit for payment or delivery as well as the appropriate account details where these details and responsibilities have not previously been notified to the client;

(o) if the client's counterparty was the IF itself or any person in the group of the IF or another client of the IF, the fact that this was the case unless the order was executed through a trading system that facilitates anonymous trading.

For the purposes of point (k), where the order is executed in tranches, the IF may supply the client with information about the price of each tranche or the average price. Where the average price is provided, the IF supplies the retail client with information about the price of each tranche upon request.

(5) The IF may provide the client with the information referred to in subparagraph 4 using standard codes if it also provides an explanation of the codes used.

**Paragraph 12**

- (1) Where the IF provides the service of portfolio management to clients it provides each such client with a periodic statement in a durable medium of the portfolio management activities carried out on behalf of that client unless such a statement is provided by another person.
- (2) In the case of retail clients, the periodic statement required under subparagraph 1 includes, where relevant, the following information:
- (a) the name of the IF;
  - (b) the full name, in case of a physical person or the trade name in case of a legal person or other designation of the retail client's account;
  - (c) a statement of the contents and the valuation of the portfolio, including details of each Financial Instrument held, its market value, or fair value if the market value is unavailable and the cash balance at the beginning and at the end of the reporting period, and the performance of the portfolio during the reporting period;
  - (d) the total amount of fees and charges incurred during the reporting period, itemising at least total management fees and total costs associated with execution, and including, where relevant, a statement that a more detailed breakdown will be provided on request;
  - (e) a comparison of performance during the period covered by the statement with the investment performance benchmark if so agreed between the IF and the client;
  - (f) the total amount of dividends, interest and other payments received during the reporting period in relation to the client's portfolio;
  - (g) information about other corporate actions giving rights in relation to Financial Instruments held in the portfolio;
  - (h) for each transaction executed during the period, the information referred to in paragraph 10 (4)(c) to 10 (4)(l) where relevant, unless the client elects to receive information about executed transactions on a transaction-by-transaction basis, in which case subparagraph 4 of this paragraph shall apply.

(3) In the case of retail clients, the periodic statement referred to in subparagraph 1 is provided once every six months, except in the following cases:

- (a) where the client so requests, the periodic statement is provided every three months;
- (b) in cases where subparagraph 4 applies, the periodic statement is provided at least once every 12 months;
- (c) where the agreement between the IF and a retail client for a portfolio management service authorises a leveraged portfolio, the periodic statement must be provided at least once a month.

However, the exception provided for in point (b) does not apply in the case of transactions in Financial Instruments covered by paragraph (c) of the definition of 'transferable securities' of Section 2(1) of the Law or within paragraphs 4 to 10 of Part III of Annex III of the Law.

(4)

- (a) The IF, in cases where the client elects to receive information about executed transactions on a transaction-by-transaction basis, provides promptly to the client, on the execution of a transaction by the portfolio manager, the essential information concerning that transaction in a durable medium.
  - (b) Where the client concerned is a retail client, the IF sends him a notice confirming the transaction and containing the information referred to in paragraph 10 (4) no later than the first business day following that execution or, if the confirmation is received by the IF from a third party, no later than the first business day following receipt of the confirmation from the third party.
- Point (b) shall not apply where the confirmation contains the same information as a confirmation that is to be promptly dispatched to the retail client by another person.

### **Paragraph 13**

When the IF provides portfolio management transactions for retail clients or operates retail client accounts that include an uncovered open position in a contingent liability transaction, it also reports to the retail client any losses exceeding any predetermined threshold, agreed between the firm and the client, no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

### **Paragraph 14**

(1) When executing client orders, the IF takes into account the following criteria for determining the relative importance of the factors referred to in Section 38(1) of the Law (i.e. the factors of price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order):

- (a) the characteristics of the client including the categorisation of the client as retail or professional;
- (b) the characteristics of the client order;
- (c) the characteristics of Financial Instruments that are the subject of that order
- (d) the characteristics of the execution venues to which that order can be directed.

(2) Where the IF executes an order on behalf of a retail client, the best possible result is determined in terms of the total consideration, representing the price of the Financial Instrument and the costs related to execution, which include all expenses incurred by the client which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.

### **Paragraph 15**

(1) The IF, when providing the service of portfolio management, acts in accordance with the best interests of their clients when placing orders with other entities for execution that result from decisions by the IF to deal in Financial Instruments on behalf of its client.

(2) The IF, when providing the service of reception and transmission of orders, it acts in accordance with the best interests of their clients when transmitting client orders to other entities for execution.

(3) IF takes all reasonable steps to obtain the best possible result for their clients taking into account the factors referred to in Section 38(1) of the Law. The relative importance of these factors shall be determined by reference to the criteria set out in paragraph 13(1) above for retail clients.

### **Paragraph 16**

(1) The IF provides retail clients with the following details on their execution policy in good time prior to the provision of the service of execution of orders:

- (a) an account of the relative importance the IF assigns, in accordance with the criteria specified in paragraph 13(1), to the factors referred to in Section 38(1) of the Law, or the process by which the IF determines the relative importance of those factors;
- (b) a list of the execution venues on which the IF places significant reliance in meeting its obligation to take all reasonable steps to obtain on a consistent basis the best possible result for the execution of client orders;
- (c) a clear and prominent warning that any specific instructions from a client may prevent the firm from taking the steps that it has designed and implemented in its execution policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.

### **Paragraph 17**

(1) When the IF is carrying out client orders it informs a retail client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.



**APPENDIX D**

**Fees**

Commission on transaction value \_\_\_\_\_  
(There is an amount of €0.25 per trade, added to the above fee)

|                                    |                       |
|------------------------------------|-----------------------|
| Tax                                | As per the regulation |
| Exchange Fees                      | As per the regulation |
| Other Fees                         | As per the regulation |
| Commission return to third parties | _____                 |

**The Client**

|                               | Signature | Date  |
|-------------------------------|-----------|-------|
| Name: .....                   | .....     | ..... |
| I.D. / Passport Number: ..... |           |       |

|                               |           |       |
|-------------------------------|-----------|-------|
|                               | Signature | Date  |
| Name: .....                   | .....     | ..... |
| I.D. / Passport Number: ..... |           |       |

## POWER OF ATTORNEY

The Cyprus Stock Exchange and the Cyprus Securities and Exchange Commission recommend that the investors before signing the present Power of Attorney should study it carefully, seek legal advice and have in mind that with Special of Other Attorney it is also possible for the Members to establish transactions on their behalf.

**BY THIS POWER OF ATTORNEY** given on the ..... day of ..... I, the undersigned ..... of ..... (Identity Card no./ Passport no ..... telephone no .....), do hereby constitute and appoint **the company Atlantic Securities Ltd (hereinafter the Attorney)** and as my true and lawful attorney for me and in my name and on my behalf and I hereby confer upon the Attorney the following powers and authorities:

1. To appear before any Stock Exchange or any other Competent Authority or Issuer and to take any action in relation to the securities that are today or will hereinafter be registered in my name in any depository and or registry.
2. To collect the proceeds of sale, any dividends or other benefits that may accrue to me and collect on my behalf any amounts due to me as a result of Stock Exchange transactions and is authorised to issue receipts for any amount that he may receive on my behalf and to pay the purchase cost of any securities that he acquires on my behalf.
3. To sign on my behalf any document, note, agreement, order, transfer, declaration, application, that is relevant to my securities or any transaction as well as any confirmations required regarding executed transactions of purchase or sale.
4. To buy and sell securities, on my behalf, executing orders given by me either orally or in writing and delivered by hand, unless otherwise agreed between the Attorney and myself.  
For the purposes of the entire present document the term "securities" means Financial Instruments as this term is described in the Investment Services and Activities and Regulated Markets Law of 2007 and includes any shares, share warrants, rights, bonds, debentures, stocks, options, units in mutual funds, bills of exchange, debenture stocks, convertible stocks, government or municipal bonds, private placement subscriptions and any other kind of security that may become the subject of a stock exchange transaction at present or in the future.
5. To inform me of any transactions made on my behalf directly to the above-stated address or telephone number.
6. To receive and keep in custody, at the offices of the Attorney that shall be the place of collection for me, of any certificates, documents or titles that relate to securities registered in my name or belong to me including any cheques in relation to dividends or interest or other benefits that may be due to me or that I may be entitled to at any time regarding my securities. If I request that these be forwarded to me, this shall be done to the above-mentioned address and shall be my absolute responsibility.
7. To generally act and sign on my behalf and on my account every transaction and document that is necessary for the sale and transfer of my securities.
8. To proceed with the sale or transfer of any of my assets that are in his possession, or under his control in the event that I have any outstanding amount or payments to be made to him.
9. By this power of attorney, the Attorney may:
  - (a) pledge the securities, that have been purchased on my behalf without the cost of purchase being paid,
  - (b) proceed with the sale of the pledged securities if at the end of the sixth working day after the date of purchase the cost of purchase remains unpaid,
  - (c) inform the issuer in writing of the payment of the purchase cost, as soon as the amount due is settled in full, and to request the immediate release of the said securities.
10. To appoint members of the Stock Exchange to act on my behalf on any terms and to give orders for the purchase or sale of any of my securities, as the attorney shall decide.
11. To appoint or authorise any third party to do any or all of the above mentioned acts or deeds.
12. In general to do all such acts and deeds whatsoever in relation to any security or account or any other matter in relation to the depository and or registry in all respects as myself could have done.

13. Particularly and without limitation, I authorise the attorney in my name and on my behalf to:
- (a) Open or close Operator accounts and transfer to them or from them any securities
  - (b) Pledge securities registered in my name on any terms whatsoever, by signing on my behalf the relevant agreements.
  - (c) Accept and appoint any person as trustee in relation to securities that belong to me or will belong to me hereinafter.
  - (d) Transfer any of my securities to the Central Securities Depository S.A.
  - (e) Sign on my behalf transfer documents as transferor or transferee on any terms whatsoever.
  - (f) Submit applications on my behalf for the alteration of any of the information given in respect to my investor share account
  - (g) Submit applications for obtaining Statement of my share account or details of my account.

This power of attorney is valid from the date of signature and until its written revocation, and in this event this can only be done in writing and signed by myself or my heirs and provided that the written revocation is delivered to the Attorney's office, and the Stock Exchange has been duly notified and all pending matters or payments at that time are settled. This power of attorney cannot be revoked if I have any pending obligations towards the Attorney.

**I HEREBY RATIFY AND CONFIRM AND PROMISE** at all times to allow ratify and confirm all and whatsoever the Attorney shall lawfully do or cause to be done in and about my affairs by virtue hereof including any thing which shall be done between the revocation of this deed and notice of such revocation reaching the Attorney. And I hereby declare that as against me and persons claiming under me everything which the Attorney shall lawfully do or cause to be done in pursuance of this deed after such revocation as aforesaid shall be valid and effectual in favour of any person claiming the benefit thereof and acting in good faith who before the doing thereof shall not have had express notice of such revocation And I hereby agree to indemnify the Attorney against all costs charges expenses and losses which the attorney may incur in the lawful execution of the powers hereby conferred upon him.

Signed in .....on the ...../...../.....

Client Signature: ..... Client's Full Name: .....  
Identity Card / Passport/ Registration Number:

|  |  |
|--|--|
| <p><u>Witness - Confirmation of Signature:</u></p> <p>Signature: .....</p> <p>Name:.....</p> <p>I.D. No.: .....</p> <p>Address:.....</p> | <p><b>Certification from Notary Public Officer</b></p> <p><u>Confirmation of Signature:</u></p> <p>Signed in my presence by<br/>..... whom I<br/>know personally</p> <p>In confirmation of the above I place my<br/>signature and seal today the<br/>...../...../.....</p> |
|--|--|