



## GALT & TAGGART BROKERAGE SERVICE TERMS AND CONDITIONS

### RECITALS

WHEREAS the Client desires to buy and sell, with Agent's assistance, securities of the Issuers, identified by the Client to Agent from time to time, in accordance with provisions of this Agreement and current laws of Georgia, and also use other Services provided by Agent under this Agreement;

WHEREAS the specific nature of the Services shall be determined each time by the Parties in accordance with the Client's wishes, Material Terms of each transaction and Client's Instructions;

NOW, THEREFORE, THE PARTIE'S HEREBY HAVE AGREED AS FOLLOWS:

### 1. DEFINITIONS

The following terms shall be used in this Terms and Conditions (the "Agreement") with the following meanings:

- 1.1. **"Accepted Market Practice"** shall mean, with respect to the penalty provisions hereunder, interest rates which currently constitute one tenth of one percent (0.1%) of the total value of a particular transaction per each day of delay, or any other interest rates, which may be applicable to transactions initiated by the Agent pursuant to the provisions of this Agreement with third Persons plus one tenth of one percent (0.1%) of the total value of a particular transaction per each day of delay.
- 1.2. **"Active Account"** shall mean an account with at least one or more transactions per month excluding levying any fees from the account by the Agent in accordance with the present Agreement.
- 1.3. **"Account Balance"** shall mean an aggregate value of Assets on Client's Account. When calculating the Account Balance, the value of Securities shall be assessed pursuant to the Method of Valuation.
- 1.4. **"Affiliate"** shall mean a person which has one of following relationships with another person:
  - persons are the founders (participants) of the same enterprise/legal person, provided their combined share is at least 20%; and/or
  - one person has a direct or indirect interest/ownership of at least 20% in another person's shares/stock; and/or
  - a natural person is subordinated to another natural person; and/or
  - one person directly or indirectly controls another person; and/or
  - the persons are controlled, directly or indirectly, by a third person; and/or
  - the persons jointly control, directly or indirectly, a third person; and/or
  - the persons are relatives; and/or
  - the persons are members of a partnership.

For the purposes of this definition, control shall mean: a supervisory board membership, directorship and the right to appoint persons to such offices; holding 20% of voting share or interest.

- 1.5. **“Agent”** shall mean JSC Galt & Taggart incorporated and existing pursuant to the laws of Georgia, identification number: 211359206, brokerage license: decree of the Vice-President of the National Bank of Georgia #820, 10.09.2014.
- 1.6. **“Application”** shall mean the respective application signed by the Client to open and maintain accounts with JSC Galt & Taggart.
- 1.7. **“Assets”** shall mean all Funds and Securities on Client’s Account.
- 1.8. **“Authorized Person(s) of the Client”** or **“Authorized Person(s) of the Agent”** or **“Authorized Person(s)”** shall mean (i) any officer, employee, manager or agent of either Party as has been authorized by notice in writing to the other Party to act on behalf of the first Party in performance of any acts, elections or obligations under this Agreement, or (ii) any other person holding a duly executed power of attorney from either Party which is in a form acceptable to the other Party.
- 1.9. **“Business Day”** shall mean a day (other than Saturday or Sunday) on which commercial banks and stock exchanges are open for business in New York (USA), London (United Kingdom), Tbilisi (Georgia) and in respective states which specific Instruction relates to.
- 1.10. **“Client”** shall mean the respective individual person, legal person or any other entity or firm being a customer of JSC Galt & Taggart signing the respective Application. The Client shall mean the Client and no other Person, unless otherwise agreed by the Parties. The Agent shall be entitled to deem the Client as principal.
- 1.11. **“Client Dashboard”** shall mean the online service offered by the Agent to the Client on the respective website subject to this Agreement accessible online through the Client Dashboard Account.
- 1.12. **“Client Dashboard Account”** shall mean the dashboard account of the Client generated and supplied to the Client by the Agent as such. If a client dashboard account has already been generated and supplied to the Client before this definition enters into force, such account shall be deemed as Client Dashboard Account for the purposes of this Agreement from the date this definition is effective. For avoidance of doubt, it is sole, unlimited and full discretion of the Agent to decide whether to generate and supply the Client Dashboard Account to the Client or not and the Agent despite the Client’s request/demand is not obliged to generate and supply such account to the Client.
- 1.13. **“Fair Value”** shall mean the method of determining the value of the Securities. For the purposes of this Agreement, the Fair Value shall consist of a commercially reasonable estimation undertaken independently by the Agent and shall reflect the price at which the Agent determines it may sell or buy Securities in accordance with the terms of this Agreement. Such price shall be determined at the “ask” level for buy operations and the “bid” level for sell operations. If none of the mentioned methods are available, Fair Value shall be calculated based on reasonable and substantiated position of the Agent.
- 1.14. **“Fees”** means the fees as defined in Appendix 1 hereto “Schedule of Fees and Services.”
- 1.15. **“Funds”** shall mean the Client’s money, which: i) shall be transferred by the Client to the Broker-Client bank account of the Agent for purposes of purchasing the Securities according to the provisions herein in advance and prior to any transactions initiated by the Agent with third Persons according to the Client’s Instructions; and/or ii) have been received by the Agent from third Persons as a result of an appropriate sale transaction of the Securities initiated by the Agent according to the Client’s Instructions.
- The Funds so transferred and/or received by the Agent shall be deposited and kept by the Agent in the Account, separate from its own funds and assets. The amount of such Funds shall be stated by the Agent in the appropriate Statement. The Client may transfer additional Funds to the Account or withdraw the Funds from the Account with a prior Instruction to the Agent, provided, however, that such withdrawal of Funds will not affect the previously accrued obligations of the Parties and shall not affect any transaction initiated by the Agent with a third Person pursuant to the Instructions. The Client shall transfer the Funds to specially designated Broker-Client account or accounts of the Agent as the Agent may from time to

time inform the Client. Further, the Client hereby authorizes the Agent to use such Funds in its discretion in order to effect this Agreement and appropriate Instructions.

- 1.16. **“Financing Cost”** shall mean the cost of the Agent’s funds that may be used by the Agent to finance transactions and/or transaction related costs pursuant to the Instructions of the Client. The financing cost may be set by the Agent according but not less than the market rate of loan announced by National Bank of Georgia applicable at the moment of occurrence of such cost, or to the company cost if higher than the market rate, unless there is a written agreement between the parties with different conditions. The Agent has a right to change the method of financing cost estimation in accordance with legislation and/or market circumstances if such change is intelligible and the Client is notified 10 (ten) Business Days prior to such change. Any change in the rate or method of rate estimation of the Financing Cost shall be deemed accepted by the Client if a notification to the contrary is not received by the Agent from the Client within the time period set forth above.
- 1.17. **“Instruction”** (“Instructions” in plural) shall mean any written (among others in electronic form) instruction from any Authorized Person of the Client received by the Agent, provided that:
- a. For the Agency Services, Instruction shall include the Material Terms as well as any other relevant additional terms, if any;
  - b. For Nominal Holding Services (for the avoidance of any doubt it shall be limited to holding securities in a nominal ownership and performance of respective custodian services only) Instruction shall include the following terms: the Issuer, type of the Securities, total nominal value (or number, if nominal value is not applicable), issuance number and date (if applicable), series of the Securities to be transferred or received (if applicable), the amount of Funds to be transferred or received, duration of the Instruction as well as any other relevant additional terms;
  - c. Instruction is to be given in English or Georgian languages;
  - d. Instruction shall be provided and carried out subject to the Laws; and
  - e. The Agent shall not be required to perform any Instruction in the event such performance is prohibited, restricted or otherwise limited by the Laws and regulations applicable at the relevant securities market(s). The Agent shall notify, as soon as practicable, the Client about such prohibitions, restrictions or limitations, and the Parties shall decide on subsequent steps to be taken with respect to such Instruction. The Agent shall not be liable for any damages incurred by the Client in the event the Agent fails to perform Instruction due to limitations arising from the Laws and such regulations and market fluctuation.
- 1.18. **“Internet Banking”** means internet banking service offered and rendered to its clients by JSC Bank of Georgia (204378869) (hereinafter “BOG”) (with such service, among others, involving empowering mentioned clients to remotely receive following services: to view account, view information about credit cards, view current day activities make transfer/ payment open account and other) and within which the Client was granted access and entitlement to receipt of services envisaged under Article 4<sup>1</sup> of this Agreement.
- 1.19. **“Investment (Brokerage) Account”** or the **“Account”** shall mean an internal account to be opened and maintained by the Agent for the Client pursuant to this Agreement in respect of the Funds and Securities, and which shall include, without limitations, the Issuer, type of the Securities, total nominal value (or number, if nominal value is not applicable), issuance number and date (if applicable), series of the Securities (if applicable) and the amount of Funds.
- 1.20. **“Inactive Account”** shall mean an account which is not “Active Account”.
- 1.21. **“Issuer”** shall mean any legal entity duly organized and validly existing under the laws of its jurisdiction, which has issued the Securities.
- 1.22. **“Laws”** shall mean the applicable laws, governing the performance of any activities contemplated herein by the Agent or its designated agents, brokers/dealers, custodians or nominees.
- 1.23. **“Legal Beneficiary and Beneficial Ownership Principles”** shall have the meaning specified in Article 8 of this Agreement.

- 1.24. **“Material Terms”** shall mean the terms of the Trade Confirmation and any applicable transaction agreed upon by the Parties as the result of receipt by the Agent of Instructions from the Client on the Trade Date. At a minimum, the Material Terms shall include the following items:
- Trade Date;
  - Settlement Date;
  - Type of order (e.g., buy or sell, limit order, good till canceled, etc.);
  - Issuer;
  - Type of the Securities;
  - Price of the Securities (in terms of value the Price of the Securities can be stated in denomination currency or in percentage of their total Nominal Value);
  - Total Nominal Value and/or Quantity of the Securities (whichever is applicable);
  - Payment Amount (including applicable Agent’s Fees).
- 1.25. **“Method of Valuation”** shall be based on close price i.e. the final price recorded on a given trading day at the regulated exchange at which a security is traded, or if the close price is not available, only for deposits and debt securities shall be determined as nominal amount plus accrued interest, on the day Method of Valuation is applied. If none of the mentioned methods are available, Method of Valuation shall be calculated based on reasonable and substantiated position of the Agent.
- 1.26. **“Party”** shall mean each of the Agent or the Client (collectively both – the **“Parties”**).
- 1.27. **“Payment Amount”** shall mean, in the event of the Client buying securities, the total value of the trade, increased by all the applicable Agent fees, as set forth in this Agreement, payable by the Client to the Agent.  
In the event of the Client selling securities, **“Payment Amount”** shall mean the total value of the trade, decreased by all the applicable Agent fees, as set forth in this Agreement, payable by the Client to the Agent.  
In respect to the Securities with a coupon interest, the Payment Amount shall also include, in the total value of the trade, Accrued Interest, calculated on the Trade Date.
- 1.28. **“Person”** shall mean any individual, partnership, bank, joint venture, firm, corporation, company, association, trust or their legal entity or any government subdivision or any agency, department or instrumentality thereof, etc.
- 1.29. **“Schedule”** shall mean the list of the Services and the corresponding Fees, specified in Appendix I to this Agreement, which shall be an integral part of this Agreement.
- 1.30. **“Securities”** shall mean any notes, stocks, treasury stocks, bonds, debentures, loan notes, promissory notes, bills of exchange, evidences of indebtedness, certificates of interest or participation in any profit-sharing agreement, collateral trust certificates, transferable shares, investment contracts, certificates of deposit for a security, any put, call, straddle, options, or privilege on any securities, certificate of deposit, or group or index of securities, or any put, call, straddle, options, and/or other financial instruments and/or privilege entered into on a national securities exchange relating to foreign currency and other as may be defined so according to the Laws, and shall include certificates, extracts from applicable depository institutions, evidencing the title thereto.  
The Securities shall constitute those, which have been issued and registered under the Laws, and/or are traded in organized stock exchanges and places through a local broker/dealer or otherwise.
- 1.31. **“Services”** shall mean the services provided for by the Agent to the Client in accordance with this Agreement.
- 1.32. **“Settlement Date”** shall mean a Business Day on which the Payment Amount shall be transferred by one Party to the bank account of the other Party, unless otherwise agreed by the Parties, and/or the Securities shall be credited by one Party to the securities account of the other Party.

- 1.33. **“Statement”** shall have the meaning, specified in Article 11 of this Agreement.
- 1.34. **“Trader Account”** shall mean G&T Trader account opened by the Agent for the Client under trader agreement.
- 1.35. **“Trade Confirmation”** shall be a prima facie evidence of a transaction entered into by the Parties pursuant to the Client's Instructions and shall be binding upon the Parties. The Trade Confirmation shall be (i) completed by the Agent in the form prescribed by the Agent under its sole discretion and (ii) contain terms, including all Material Terms, agreed upon by the Parties. Trade Confirmation shall also evidence the transfer of ownership rights from one Party to the other Party in respect of the Securities. In the event of any inconsistency between the provisions of the Trade Confirmation and the provisions of this Agreement, the provisions of the Trade Confirmation shall prevail.
- 1.36. **“Trade Date”** shall mean any Business Day on which all applicable Material Terms have been agreed upon by the Parties. Trade Date shall be stated in the Trade Confirmation.
- 1.37. **“Website”** shall mean the internet/web pages and/or sites owned and/or used by the Agent, including without limitation [www.gt.ge](http://www.gt.ge) , [www.galtandtaggart.com](http://www.galtandtaggart.com) and/or all of their internet/web pages.

## **2. SUBJECT OF THE AGREEMENT**

- 2.1. The Client hereby retains the Agent to provide the Client with the Services pursuant to the terms and provisions of this Agreement and agrees to pay the Agent its Fees in accordance with the provisions of this Agreement, and the Agent agrees to provide the Client with the Services.

## **3. AGENCY SERVICES**

- 3.1. In accordance with the Instructions, the Agent shall use its commercially reasonable efforts to:
- a. purchase the Securities identified by the Client in its Instructions; and/or
  - b. conduct registration of the Securities acquired hereunder pursuant to the terms of Articles 8 and 9 of this Agreement; and/or
  - c. sell or otherwise transfer the Securities to a third Person, subject to prior agreement between the Parties and the Client's Instructions.
- 3.2. The Agent shall make appropriate entries in respect of the Account, evidencing execution by the Agent of the Instructions, and perform such other actions, specified in the Schedule or stipulated in additional agreements between the Parties.
- 3.3. The Agent shall, at its sole discretion, determine the counterparty to any applicable transaction it executes pursuant to the Instructions, and shall not be required by the Client to execute a transaction with a particular Person selected by the Client unless otherwise agreed by the Parties.
- 3.4. The Agent shall enter into applicable transactions with third Persons in its own name.
- 3.5. Unless the Agent has received a written Instruction to the contrary, any Funds which are to be received by the Agent from third Persons, including, without limitations, proceeds of the sale of the Securities, accrued interest and dividends thereon, shall be transferred by the Agent to the Account and be kept by the Agent for the purposes of further investments into the Securities in accordance with Instructions and the terms of this Agreement.
- 3.6. To avoid any doubt, the Agent shall only be liable to execute and act on the Instruction in compliance and subject to this Agreement, if the Agent acknowledged its receipt and the Agent under its sole, full and unlimited discretion agreed to perform and act on the Instruction.

#### 4. NOMINAL HOLDING SERVICES

- 4.1. Pursuant to the relevant Instruction, the Agent shall provide the Client with the Nominal Holding Services specified in the applicable parts of the Schedule, if any.
- 4.2. The Client agrees to pay the Agent for the Nominal Holding Services in accordance with the charges set forth in the relevant parts of the Schedule, pursuant to the provisions of Article 6 of this Agreement.
- 4.3. The Nominal Holding Services shall be performed in accordance with the provisions of Article 5 of this Agreement.

#### 4<sup>1</sup>. INTERNET BANKING SERVICES

- 4<sup>1</sup>.1. The Client acknowledges and understands that Internet Banking represents the service and product offered by BOG. Hence, the Agent does not have entitlement or ability with respect to management of Internet Banking and granting access to the Client to the Internet Banking. For avoidance of doubt, the Agent despite the Client's request/demand is not obliged to generate and supply such account to the Client and such issue is not within control of the Agent.
- 4<sup>1</sup>.2. In compliance with and subject to Article 18 of this Agreement, if, considering Article 4<sup>1</sup>.1. of the Agreement, the Client was granted access to Internet Banking in relation to the Account, the Client may provide Instructions to the Agent via the Internet Banking. For avoidance of doubt, receipt or delivery of all notices, reports, Statements, Instructions and/or any other documents/communication from or to the Internet Banking shall be treated identically in all legal and non-legal aspects to the receipt and delivery of the same from and to the Email of the Client indicated in compliance with this Agreement.
- 4<sup>1</sup>.3. Via the Internet Banking the Client may have access to their information, which includes but is not limited to following information: personal information of the Client, the list of Client holdings as of the market close of the previous Business Day of a current day, and any other information/documentation (the "**Internet Banking Information**"). For avoidance of doubt, the Internet Banking Information may involve information derived and/or related to Active Account of the Client and/or any other account opened by the Client with the Agent, which, among others, may include Trader Account.
- 4<sup>1</sup>.4. The Agent uses reasonable efforts to obtain information from reliable sources (the "**Sources**") (where relevant), but all Internet Banking Information is provided on an "as is" basis without representation or warranty of any kind (neither express nor implied) and the Agent disclaims liability for any and all Internet Banking Information not being complete, accurate, suitable and relevant for the Client. The Client expressly agrees and acknowledges that errors and/or omissions contained in any Internet Banking Information shall not serve as the basis for any claim, demand or cause of action against the Agent; and it is sole responsibility of the Client to carry out its own due diligence on Internet Banking Information to ensure its completeness, accuracy, currency and/or suitability for onward use. Specifically, the Agent disclaims liability towards the Client for:
  - the accuracy of any market quotations; and/or
  - any delay, inaccuracy, error, interruption or omission in providing market quotations; and/or
  - and any discontinuance of market quotations.

Internet Banking Information are not updated after their release/making it available to the Client in any form and may due to changing circumstances become inaccurate and possibly misleading after a period of time which may vary from seconds and minutes to days, weeks and months depending on the information. The Agent gives no guarantee against, and assumes no liability towards the Client for Internet Banking Information being outdated.

If the Internet Banking Information becomes outdated the Agent shall be under no obligation to:

- update Internet Banking Information, or
- inform the Client of such Internet Banking Information, or
- perform any other action.

- 4<sup>1</sup>.5. Risk Acknowledgement – The Client acknowledges and accepts that:
- Internet Banking Information is provided for information purposes only and does not constitute investment advice or an offer to sell or a solicitation of an offer to buy the securities described within; and
  - Internet Banking Information may be incomplete, inaccurate, not-suitable and/or irrelevant for the Client; and
  - There may be errors and/or omissions contained in any Internet Banking Information; and
  - It is sole responsibility of the Client to carry out its own due diligence on Internet Banking Information to ensure its completeness, accuracy, currency and suitability for onward use; and
  - The Agent does not in any form have legal or factual control with respect to Internet Banking and Internet Banking Information.
- 4<sup>1</sup>.6. The Agent is not liable in any form for any type of unauthorized access to the Internet Banking whether wrongful (including but not limited to wrongful usage due to a virus, malware and any other harmful computer coding) or not. The Client shall be responsible for all orders, notices, Instructions and/or other communication and for the accuracy of all information, all orders, notices, Instructions and/or other communication sent via the Internet Banking using the Client's name, password or any other personal identification means implemented to identify the Client. The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities and/or accounts. The Client is liable to the Agent for contracts executed by use of the Client's password and/or Internet Banking even if such use might be wrongful.
- 4<sup>1</sup>.7. By accessing Internet Banking, the Client acknowledges that there are risks associated with utilizing an internet-based deal execution trading system including, but not limited to, the failure of hardware, software, and internet connection. Since the Agent does not control signal power, its reception or routing via internet, configuration of the Client's equipment or reliability of its connection, the Agent at no times or circumstances shall be responsible for communication failures, distortions or delays when trading via the internet.
- 4<sup>1</sup>.8. The Agent shall not be responsible for the damages or injuries caused by the access of any person or entity, or the impossibility of accessing the Internet Banking. This limitation includes, among others, the damage to equipment and operating systems caused by viruses, malware and any other malicious software. Consulting the Agent in this regard does not constitute a customer relationship, and the Agent shall not have any duty or incur any liability in respect of any person or entity as a result of the consultation by such person or entity in this case.
- 4<sup>1</sup>.9. Any market data and/or quotation displayed on the Internet Banking may only be used for internal business purposes of the Client and only in connection with this specific service rendered under this Agreement. Unauthorized copying, distribution, publication or retransmission of all or any part of any market data and/or quotation to anyone else is strictly prohibited.
- 4<sup>1</sup>.10. Irrespective to anything to the contrary, the Client expressly acknowledges, understands and agrees that the Agent does not in any form have legal or factual control with respect to Internet Banking and Internet Banking Information and the Agent is not the person managing and controlling the Internet Banking and Internet Banking Information. The Agent disclaims any and all liability and does not provide (expressly or implicitly) any type of representation and/or guarantee with respect to the Internet Banking and Internet Banking Information, including without limitation with respect to completion, accuracy, relevancy, suitability, error free functioning of the system, prevention and/or identification of non-authorized and wrongful usage and/or access and/or any other issues related to matters covered under Article 4<sup>2</sup> of the Agreement.

4<sup>1</sup>.11. Articles 4<sup>1</sup>.4-4<sup>1</sup>.11. (inclusive) of this Agreement and the definition of Internet Banking Information shall survive any termination and/or expiration of this Agreement.

## 4<sup>2</sup>. CLIENT DASHBOARD ONLINE SERVICES

4<sup>2</sup>.1. In compliance with and subject to Article 18 of this Agreement, the Client may provide Instructions to the Agent via the Client Dashboard Account. For avoidance of doubt, receipt or delivery of all notices, reports, Statements, Instructions and/or any other documents/communication from or to the Dashboard Account of the Client shall be treated identically in all legal and non-legal aspects to the receipt and delivery of the same from and to the Email of the Client indicated in compliance with this Agreement. For clarity purposes, it is sole, unlimited and full discretion of the Agent to decide whether to generate and supply the Client Dashboard Account to the Client or not. The Client expressly acknowledges and accepts that the services provided to the Client under this clause of the Agreement and/or in relation to Client Dashboard shall only be rendered to the Client, if the Agent under its sole, unlimited and full discretion decides to generate and supply Client Dashboard Account to the Client and the Agent despite the Client's request/demand is not obliged to generate and supply such account to the Client.

4<sup>2</sup>.2. Via the Client Dashboard the Client may have access to their information, which includes but is not limited to following information: personal information of the Client, the list of Client holdings, transaction history, performance chart, prices of the securities, Statements and any other information/documentation (the "**Dashboard Information**"). For avoidance of doubt, the Dashboard Information may involve information derived and/or related to Active Account of the Client and/or any other account opened by the Client with the Agent, which, among others, may include Trader Account. The Parties expressly agree that at its sole, full and unlimited discretion, without cause, the Agent is entitled to immediately without prior and/or post notice or any kind of approval/consent of the Client, to cease provision of Dashboard Information to the Client fully and/or partially.

4<sup>2</sup>.3. The Agent uses reasonable efforts to obtain information from reliable sources (the "**Sources**") (where relevant), but all Dashboard Information is provided on an "as is" basis without representation or warranty of any kind (neither express nor implied) and the Agent disclaims liability for any and all Dashboard Information not being complete, accurate, suitable and relevant for the Client. The Client expressly agrees and acknowledges that errors and/or omissions contained in any Dashboard Information shall not serve as the basis for any claim, demand or cause of action against the Agent; and it is sole responsibility of the Client to carry out its own due diligence on Dashboard Information to ensure its completeness, accuracy, currency and/or suitability for onward use. Specifically, the Agent disclaims liability towards the Client for:

- the accuracy of any market quotations; and/or
- any delay, inaccuracy, error, interruption or omission in providing market quotations; and/or
- and any discontinuance of market quotations.

Dashboard Information are not updated after their release/making it available to the Client in any form and may due to changing circumstances become inaccurate and possibly misleading after a period of time which may vary from seconds and minutes to days, weeks and months depending on the information. The Agent gives no guarantee against, and assumes no liability towards the Client for Dashboard Information being outdated.

If a Dashboard Information becomes outdated the Agent shall be under no obligation to:

- update Dashboard Information, or
- inform the Client of such Dashboard Information, or
- perform any other action.

Dashboard Information may express independent opinion of the author (data provider) and may not reflect the opinion of the Agent. The Agent reserves the right at its sole discretion to withdraw or amend any Dashboard Information provided



at any time without notice (prior or subsequent).

- 4<sup>2</sup>.4. Risk Acknowledgement – The Client acknowledges and accepts that:
- Dashboard Information is provided for information purposes only and does not constitute investment advice or an offer to sell or a solicitation of an offer to buy the securities described within; and
  - Dashboard Information may be incomplete, inaccurate, not-suitable and/or irrelevant for the Client; and
  - There may be errors and/or omissions contained in any Dashboard Information; and
  - It is sole responsibility of the Client to carry out its own due diligence on Dashboard Information to ensure its completeness, accuracy, currency and suitability for onward use.
- 4<sup>2</sup>.5. The Agent is not liable in any form for any type of unauthorized access to the Client Dashboard Account/ Client Dashboard of the Client whether wrongful (including but not limited to wrongful usage due to a virus, malware and any other harmful computer coding) or not. The Client shall be responsible for all orders, notices, Instructions and/or other communication and for the accuracy of all information, all orders, notices, Instructions and/or other communication sent via the Client Dashboard Account/Client Dashboard using the Client's name, password or any other personal identification means implemented to identify the Client. The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities and/or accounts. The Client is liable to the Agent for contracts executed by use of the Client's password and/or Client Dashboard Account even if such use might be wrongful.
- 4<sup>2</sup>.6. By accessing Client Dashboard Account and/or Client Dashboard, the Client acknowledges that there are risks associated with utilizing an internet-based deal execution trading system including, but not limited to, the failure of hardware, software, and internet connection. Since the Agent does not control signal power, its reception or routing via internet, configuration of the Client's equipment or reliability of its connection, the Agent at no times or circumstances shall be responsible for communication failures, distortions or delays when trading via the internet.
- 4<sup>2</sup>.7. The Agent shall not be responsible for the damages or injuries caused by the access of any person or entity, or the impossibility of accessing the Client Dashboard Account/Client Dashboard. This limitation includes, among others, the damage to equipment and operating systems caused by viruses, malware and any other malicious software. Consulting the Agent in this regard does not constitute a customer relationship, and the Agent shall not have any duty or incur any liability in respect of any person or entity as a result of the consultation by such person or entity in this case.
- 4<sup>2</sup>.8. Any market data and/or quotation displayed on the Client Dashboard Account/Client Dashboard may only be used for internal business purposes of the Client and only in connection with this specific service rendered under this Agreement. Unauthorized copying, distribution, publication or retransmission of all or any part of any market data and/or quotation to anyone else is strictly prohibited.
- 4<sup>2</sup>.9. Articles 4<sup>2</sup>.3-4<sup>2</sup>.9. (inclusive) of this Agreement and the definition of Dashboard Information shall survive any termination and/or expiration of this Agreement.

## **5. SETTLEMENT PROCEDURE**

- 5.1. No later than the next Business Day following the Trade Date, the Agent shall prepare and deliver to the Client or instruct its appointee to prepare and deliver to the Client an appropriate Trade Confirmation in accordance with Article 18.1 of this Agreement. The Client shall notify the Agent about any discrepancy or error in the Trade Confirmation within three (3) Business Days after receipt from the Agent of such Trade Confirmation. In the absence of such notice, the Parties agree to consider such Trade Confirmation to be correct. In the event that the Agent does not receive any notice from the Client about such discrepancy or error within the term, as set forth in this Article, the Client shall not have the right to refer to such Trade Confirmation as containing incorrect data.
- 5.2. When purchasing Securities, the Client shall transfer or otherwise ensure the availability of the Payment Amount in the

bank account of the Agent in advance, prior to the purchase of securities. Alternatively, the Client shall instruct the Agent to debit the Account, provided, however, that there is sufficient amount of the Funds in the Account. Appropriate Instructions to debit the Account shall also be communicated to the Agent. In the absence of such instructions, the Agent shall have the right to debit the Account and the Client shall be deemed to have given such Instructions.

- 5.3. The Securities so acquired by the Client under this Agreement shall be registered by the Agent and transferred to the Account on the Settlement Date specified in the Trade Confirmation. However, it is hereby agreed and acknowledged by the Client, that the Agent may delay its performance of these obligations in the event that proper arrangements for the extension of the credit or prepayment have not been made by the Parties, or subject to the arrangements of the Agent with a third Person acting as a broker/dealer, depository institution, clearing system or custodian for the Agent.
- 5.4. When selling Securities pursuant to the Client's Instructions, the Agent shall transfer or ensure the transfer of the Payment Amount pursuant to the terms of the Trade Confirmation to the Account on the Settlement Date specified in the Trade Confirmation or within a period not exceeding three (3) Business Days after the date of receipt of the Payment Amount by the Agent from the third Person, acting as broker/dealer, depository institution, clearing system or custodian for the Agent, provided, however, that there are sufficient Securities in the Account or proper arrangements for the extension of credit or prepayment have been made by the Parties. Therefore, the Client shall instruct the Agent to credit the Account in respect of the Funds due to the Client and debit the Account in respect of the Securities due to third Person. Appropriate Instructions to credit and debit the Account shall be given in an appropriate Trade Confirmation. In the absence of such Instructions, the Agent shall have the right to credit or debit the Account and the Client shall be deemed to have given such Instructions.
- 5.5. All payments due to the Parties subject to the terms and conditions hereof shall be made pursuant to the provisions of Article 6 of this Agreement, unless otherwise agreed by the Parties.
- 5.6. Any operation in respect of the Services, including Nominal Holding and other Services as specified in the Schedule, shall be performed within a time period agreed upon by the Parties, provided, however, that the Client has provided the Agent in a timely manner with documents or Instructions necessary to render the Services. If the Parties fail to establish a time period, the Agent shall perform the Services as soon as circumstances reasonably permit.

In any case, the Client agrees that the Services shall be rendered by the Agent subject and pursuant to arrangements with a third Person, acting as a depository institution, clearing system or custodian for the Agent.

- 5.7. The Agent shall not be liable for performance of any Instructions or executed Trade Confirmations, unless the Client has ensured the availability of sufficient amount of Funds and/or Securities in the Account. Herewith, the Parties have agreed, that upon prior agreement between the Parties, the Agent may provide the Client with the funds or securities on credit, provided, however, that such relations may be subject to an additional written agreement or agreements between the Parties. Without prejudice to the other provisions of this Agreement, in the event the Agent agrees to provide the Client with any funds and/or securities on credit, the Client shall additionally pay the Agent the Financing Cost applied on the amount of such funds and/or securities, as defined in Article 1, and calculated on actual/365-day basis.
- 5.8. The Client shall not have the right to execute any sell or buy transactions with a Person in respect of the Securities, unless the Agent acts as a party to such transactions.

## **6. PAYMENT OF FEES**

- 6.1. The Client agrees to pay to the agent fees for the Services as set out in Appendix 1 hereto entitled "Schedule of Fees and Services".
- 6.2. Without prejudice to Article 6.1. of this Agreement, the Client shall pay the Agent its Fees and reimburse reasonable

expenses incurred by the Agent, if any, as set forth in 6.3 this Agreement.

- 6.3. The Agent's Fees and reimbursable expenses, if any, shall be paid by the Client within five (5) Business Days upon the execution of the trade. Otherwise, the Agent has a right to consider unpaid fees and reimbursable expenses as costs financed by the Agent and invoice it according to the terms for the Financing Cost as defined in paragraph 1 of this agreement.

Notwithstanding the foregoing, the Agent may debit the Account of the client with respect to the Fees and expense reimbursement due to the Agent in the event (i) there is a sufficient available free cash balance on the account of the Client and the Client is informed by the Agent regarding fees and costs or (ii) the Client fails to pay the Agent its Fees and reimburse its reasonable expenses in a timely manner in accordance with the provisions stated in the first paragraph above. In the event of insufficiency of the Funds in the Account, the Agent shall have the right to sell amount or quantity of the Securities which shall be sufficient to obtain funds in the amount of the Fees and expense reimbursement due to the Agent.

- 6.4. The Agent's Fees, as set forth in the Schedule, are stated without VAT or any other applicable taxes, if any, which can be charged on the fees due to the Agent. The amount of such applicable taxes, if any, shall be stated by the Agent in its appropriate invoice for the payment of the Agent's Fees and expense reimbursement in accordance with the provisions of Article 6.3 of this Agreement.

## 7. LIMITATION OF LIABILITY

- 7.1. In the event the Client fails to fulfill its obligations arising from this Agreement and/or any applicable Trade Confirmation, the Client shall pay the Agent an interest in accordance with the Accepted Market Practice if requested by the Agent. The Client shall make such payment within three (3) Business Days upon receipt of written notice of such payment from the Agent, which notice shall be the sole evidence required to create the Client's payment obligations. The payment of interest shall not release the Client from performing its obligations.
- 7.2. The Client shall indemnify and keep indemnified or reimburse the Agent, its directors, officers, agents, and employees (each such entity or person an "**Indemnified Person**"), on demand and to the fullest extent lawful, against any and all losses, claims, civil/governmental (regulatory)/criminal fines/duties, expenses, damages or liabilities (including legal costs and expenses and the cost of any investigation and the preparation of any documentation and the cost of professional services) suffered or incurred by an Indemnified Person due to a third party claim against them or any of them arising out of or related to the Services and/or this Agreement, including information or advice, howsoever given, supplied or prepared by the Agent and/or the Indemnified Persons in connection with the Services and/or this Agreement.
- 7.3. The Client agrees that, without the prior written consent of the Agent, it will not settle, compromise or consent or offer to settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding which relates to the Agent's engagement hereunder, unless such settlement, compromise or consent includes an unconditional release of the Agent and the other Indemnified Persons from all liability arising out of such claim, action or proceeding and does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of any Indemnified Person.
- 7.4. For the avoidance of doubt, it is hereby declared that the Agent and the other Indemnified Persons do not assume any obligation, duty or liability in contract, tort or otherwise beyond that of a duty to exercise reasonable care and skill and in no circumstances, including but not limited to execution and enforcement of any type of acts and actions related to Services and/or this Agreement, shall the Agent or any other Indemnified Person be liable in contract, tort or otherwise for any loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatsoever, except to the extent that a court in final judgment (if present) determines that such losses resulted directly from the overt and excessive gross negligence, fraud or willful misconduct of the Agent or the other Indemnified Persons.

- 7.5. Notwithstanding to anything to the contrary and without limitation or prejudice to any limitation of liability and/or similar provisions with respect to the Agent, the Agent shall compensate any losses or damages incurred by the Client only if such losses or damages are the direct result of gross negligence, bad faith or willful misconduct of the Agent. In no event shall the Agent be held responsible for (i) any actions taken by the Issuer that may affect securities holders' rights or (ii) any failure of the applicable banking and depository institutions, custodian or clearing system in remitting or crediting the Funds to be invested in the Securities or received from sale of the Securities. The Agent shall make reasonable efforts in order to eliminate or minimize the Client's loss, while the Agent is not obliged to bear any costs. The Client shall not hold the Agent liable for indirect or consequential damages in any such case including, without limitation, lost profits.
- 7.6. The foregoing exculpation and indemnity provisions are in addition and without prejudice to all other exculpations and indemnities expressed or implied for the benefit of the Agent or generally available to the Agent at law or otherwise.
- 7.7. Nothing in this Agreement shall be construed to designate the Agent or any other Indemnified Person as a fiduciary to the Client.
- 7.8. Any Funds and Securities belonging to the Client or in which the Client has an interest held by the Agent or any of subagents, nominees or custodian as may be appointed pursuant to the terms and conditions herein, shall be subject to general lien and security interest for the discharge of Client's obligations to the Agent, and the Agent is hereby authorized to sell and/or purchase any and all such Funds and Securities, to satisfy such general lien and security interest. The Client irrevocably appoints the Agent as its attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.
- 7.9. This Article 7 shall survive any termination and/or expiration of this Agreement.

## **8. LEGAL BENEFICIARY AND BENEFICIAL OWNERSHIP PRINCIPLES**

- 8.1. The Client, as beneficial owner of the Securities, agrees that the Securities may be registered in the name of the Agent as principal at the appropriate depository institution or custodian to be approved and appointed by the Agent. The Client hereby agrees, that the Agent may, in its sole discretion, appoint a third Person to act as a depository or a nominee for the Agent pursuant to the provisions of an applicable depository agreement between the Agent and such depository or custodian.
- 8.2. All dividends or coupon interest paid on any Securities or any funds distributed as such dividends or interest shall be deposited by the Agent to the Account, when received by the Agent. Such dividends and interest may be used by the Agent for the purposes of this Agreement pursuant to the Instructions. The Agent shall not bear any responsibility for any portion of dividends declared by the Issuer and not received by the Agent due to applicable tax withholding or any other reason which is beyond the Agent's control.
- 8.3. In case of meeting of shareholders/bondholders (and/or holders of other types of Securities) (the "Meeting") of the company, Securities of which are held by the Client via Nominal Holding of the Agent, is to be held the Agent upon receipt of information regarding the latter shall notify the Client of the same in reasonable time via e-mail indicated in this Agreement. After receipt of such notification the Client is obliged to in compliance with this Agreement, within the time prescribed by the Agent, (1) to either provide its position regarding issues mentioned in the notification, based on which the Agent shall vote in the Meeting or (2) to express its willingness, to participate in the Meeting, in which case such participation shall be organized the Agent if the latter can be reasonably performed taking into account the provisions of the legislation, contracts and other matters. For avoidance of any doubt, the Agent in no way guarantees or is responsible for organization of attendance/participation of the Client in the Meeting. The Agent is entitled and the Client consents to provide the Agent with such entitlement to participate and vote in the Meeting as it deems appropriate if:
- the Client failed to provide in compliance with this Agreement and/or within the time prescribed by the Agent its position regarding issues mentioned in the notification, and

- the Client did not express in compliance with this Agreement and/or within the time prescribed by the Agent its willingness to participate in the Meeting or such participation could not be organized due to reason(s) mentioned in this Article 8.3 of the Agreement.

For avoidance of doubt, the Parties agree that the Agent is not liable in any form to monitor, control or undertake any other action with respect to the initiation, conduction, date or any other matter related to the Meeting. The Agent in compliance with this Article, shall inform the Client regarding the Meeting, only if, the Agent was informed regarding the Meeting by respective authorized person (e.g. issuer, custodian, nominal holder and others).

- 8.4. Without prejudice to the Article 8.3 of the Agreement, the Agent is entitled to participate and vote in the Meeting itself or to appoint under its sole discretion a custodian or nominal holder for the purposes of participating and voting in the Meeting.
- 8.5. The Client agrees that the Agent shall be entitled to commingle the Client's Securities held by the Agent with securities held by the Agent for the benefit of its other clients. Additionally, the Client acknowledges that the Agent shall not at any time be required to deliver to the Client identical assets, but shall be required to fulfil its obligations to the Client by delivery of assets of the same kind and amount.

## **9. APPOINTMENT OF AGENTS, CUSTODIANS, NOMINEES, BROKERS/DEALERS**

- 9.1. The Agent shall be entitled to appoint agents, custodians, brokers/dealers and nominees, if it determines its sole discretion it is required to trade in the Securities and to keep the Securities as well as for the purposes of registering the Securities in accordance with the provisions of Article 8 of this Agreement. The Agent shall have the right to delegate to such third Persons so appointed, any of the Services and the functions to be performed by the Agent under this Agreement, including without limitation, the registration of the Securities and the receipt of payments due on the Securities.

## **10. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

- 10.1. The Client acknowledges that investing in the Securities involves certain considerations and a high degree of risk. Such risks include, but are not limited to: any political risks, confiscatory taxation, political and economic instability, likelihood of currency devaluation and currency exchange rate fluctuations, certain policies that may restrict profitability of investment opportunities, including without limitation, restrictions on investing in businesses deemed to be sensitive to relevant national interests and restrictions on the repatriation of investments or proceeds therefrom. The Client represents and warrants that it acknowledges and accepts risk factors, including those defined above in this Article, and confirms its financial ability to bear the loss of all the Securities and Funds which may occur due to such risk factors.
- 10.2. The Client hereby represents and warrants that:
- i. it has, and during the term of this Agreement will continue to have, full capacity and authority to enter into this Agreement and to carry out all obligations contemplated herein; and
  - ii. if the Client is a company or other corporate body, all necessary resolutions authorizing the execution, delivery and performance of this Agreement have been obtained and such resolutions remain and will continue to remain in full force and effect as of the date hereof and during the term of this Agreement without revocation or amendment; and
  - iii. by entering into this Agreement and/or rendering any Instruction under this Agreement and/or receiving any services envisaged under this Agreement, it is not violated and the Client does not violate in any form any law, regulation, requirement and rule of any jurisdiction; and
  - iv. with respect to this Agreement (including without limitation entering into this Agreement and/or rendering any Instruction under this Agreement and/or receiving any services envisaged under this Agreement), it has fully complied with and all of its decisions/actions are in full compliance with any law, regulation,

- requirement and rule of any jurisdiction; and
- v. it has taken all advice (including outside advice from Persons other than the Agent) the Client deems necessary or advisable prior to executing this Agreement or acting hereunder; and
  - vi. it has an experience of entering into investment transactions, whether on its own account or on account of another Person, directly or through the agency of another Person, with another Person who already provides financial services, being transactions of substantial size or of substantial size in relation to the Person's total wealth and the nature of which, as well as risks involved in entering into such transactions, it can reasonably be expected to understand. and
  - vii. all the terms and conditions of this Agreement are reasonable, fair and rational.
- 10.3. The Agent hereby represents and warrants that it is duly organized and validly existing under the laws of its jurisdiction of its establishment, has full legal capacity and authority to enter into this Agreement and to carry out all its obligations contemplated herein and has taken all necessary actions (including the obtaining of necessary consents, registrations with the governmental or other regulatory bodies or authorities) to authorize the execution, delivery and performance of this Agreement.
- 10.4. The Client acknowledges that the Securities and the Funds held by the Agent under this Agreement shall be treated by the Agent as the Securities and the Funds of the Client, and the Agent shall not be responsible to clients of the Client, if any, whether or not the Agent is aware of such clients or the interest of such clients in the Securities and the Funds.
- 10.5. The Client hereby acknowledges that the Agent is not acting under this Agreement as an investment manager or investment adviser of the Client and the Agent's duty is solely to carry out the Instructions subject to terms, conditions, and limitations herein. Any information provided by the Agent to the Client, in connection with this Agreement or otherwise, shall be deemed to be provided for information purposes only and shall not constitute an offer, a recommendation, or a solicitation of an offer to buy, sell or hold any Securities.
- 10.6. The Agent does not and shall not be deemed to guarantee execution of any sale or purchase of any Securities and due to market conditions it may not ensure execution of any trade order. Accordingly the Agent shall not bear any responsibility whatsoever for failure to execute trade orders except in circumstances when it has been established that such failure resulted from wilful acts of the Agent.
- 10.7. Without prejudice to generality and application of representations and/or warranties of the Client given under this Agreement, each representation and/or warranty given by the Client under this Article and/or any other article in this Agreement shall be repeated on each day and with respect to each separate transaction, Instruction and/or any other communication of the Client whilst this Agreement remains in force.
- 10.8. This Article 10 and the representations and warranties given by the Client in this Agreement shall survive any termination and/or expiration of this Agreement.

## **11. ACCOUNT STATEMENT**

- 11.1. The Agent agrees to send to the Client(s) with Active Account(s) monthly account statement(s) no later than 10 (ten) calendar days after the end of each month. Those with Inactive Account(s) shall receive statements per quarter, no later than 10 (ten) calendar days after the end of each quarter, and in case Agent decides not to suspend the account in accordance with Article 15.5, Such Statement shall be delivered by the Agent to the email address of the Client, as set forth in Article 18.1 of this Agreement. The Statement shall state the balance of the Account at the close of the last Business Day for the then ending calendar month. If there are Securities in the Account, the Agent shall calculate the value of such Securities pursuant to the Method of Valuation.
- 11.2. The Client has the right to require the Agent to provide with additional account statement(s) and agrees to pay the Agent respective fees as set out in Appendix 1 hereto "Schedule of Fees and Services". .

- 11.3. The Client shall notify the Agent about any discrepancy or error in the Statement and/or other notification, except Trade Confirmation, within five (5) Business Days after receipt from the Agent of such Statement and/or other notification, except Trade Confirmation. In the absence of such notice, the Parties agree to consider such Statements, and/or other notifications, except Trade Confirmation, to be correct. In the event that the Agent does not receive any notice from the Client about such discrepancy or error within the term, as set forth in this Article, the Client shall not have the right to refer to such Statements and/or other notifications, except Trade Confirmation, as containing incorrect data.

## **12. TAXATION**

- 12.1. The Client shall be solely responsible for all tax filings, tax returns and tax reports on any transactions undertaken pursuant to this Agreement which must be made to any relevant authority, whether governmental or otherwise, and for the payment of all unpaid calls, taxes (including, without limitation, any value-added taxes), imposts, levies or duties imposed on any principal or interest, or any other liability or payment arising out of or in connection with the Securities (the "Liabilities"); provided, however, that the Agent is solely responsible for any taxes or other obligations on fees received from the Client.
- 12.2. If the Laws provide for payment of any Liabilities by means of withholding from the participants of a transaction, the Agent shall make such payment or withholding at the Client's expense, provided that the Agent uses its best efforts to inform the Client of such payment or withholding prior to payment of the Liabilities hereunder. If the Laws currently in force or subsequently adopted impose any obligation or liability on the Agent for any Liabilities in their own names or on behalf of the Client, the Client shall immediately reimburse the Agent for all Liabilities.
- 12.3. The Agent may make deductions in respect of the Liabilities, as may be required by the Laws in respect of payments and distributions related to the Securities, amounts, accruing or credited on or in respect of the Account or otherwise.
- 12.4. If the Client does not provide the Agent with Georgian Taxpayer's ID number and a certificate, the Agent is required by Georgian Law to withhold from the Client capital gain tax and other applicable taxes upon completion of transaction.
- 12.5. The obligations, as set forth in this Article, shall survive the expiration or termination of this Agreement.

## **13. CONFIDENTIALITY**

- 13.1. All information about the Parties to this Agreement, this Agreement and its content shall be kept confidential and shall not be disclosed by either Party unless otherwise prescribed by the Application and/or this Agreement and/or required by the court (similar forum), regulatory authority and/or the Laws. The obligations, as set forth in this Article shall survive the expiration or termination of this Agreement.

## **14. ASSIGNMENT AND TRANSFER OF RIGHTS AND OBLIGATIONS**

- 14.1. The Company shall have the right to assign or transfer any or all of its rights or obligations to an Affiliate of that Party and performance of any obligation by an Affiliate shall be deemed to constitute performance by the relevant Party. The Client shall have the right to assign or transfer any or all of its rights or obligations to an Affiliate of that Party or to any other third person only after obtaining prior written consent of the Company. This Agreement shall be binding upon the Parties and their successors and permitted assigns. The Parties agree that transfer of their rights and obligations under statutory requirements shall be considered as permissible and valid transfer for the purposes of this Agreement.

## **15. TERMS AND CONDITIONS OF THE AGREEMENT**

- 15.1. This Agreement may be terminated by either Party with ten (10) days' prior written notice to the other Party, provided, however, that such termination will not affect previously accrued obligations of the Parties hereunder or any purchase or sale of Securities or any transfer of the Funds initiated by the Agent prior to the date of early termination and not completed by the termination date.
- 15.2. If client's account is Inactive and with zero Account Balance on the account for a year or longer, the company has the right to close the account without any notice. Account may also be closed upon client's request as per 15.1.
- 15.3. Within twenty (20) Business Days after the expiration or termination of this Agreement, the Agent shall transfer the Funds due to the Client to the bank account of the Client as indicated in the Application or to another bank account of the Client communicated as such by the Client in compliance with this Agreement and deliver to the Client the final Statement. If, at the date of expiration or early termination of this Agreement, there are Securities in the Account, such Securities may be transferred by the Agent pursuant to the Instructions from the Client to a third Person, acting as a new custodian or nominee for the Client. If the Client does not desire to instruct the Agent to transfer the Securities to such a third Person, the Agent in its sole discretion shall have the right to value the Securities pursuant to the Fair Value and buy such Securities from the Client or to sell the Securities and transfer the relevant Funds due to the Client.
- 15.4. The Agent shall be entitled to deduct from the Funds all fees and other amounts due to the Agent hereunder prior to the transfer of the Funds to the Client.
- 15.5. If, for a period of one month, the Client's account has zero Account Balance or insufficient Account Balance to pay at least account fees, the Agent shall have the right to suspend the Agreement automatically without any notice until the time when balance on the account is sufficient to cover at least account fees. All terms of the Agreement as a whole shall not be effective unless and until it is reactivated. The reactivation of the account shall be free of any charge.
- 15.6. This Agreement enters into force upon signing of the Application and remains effective until terminated in compliance with the terms of this Agreement.

## **16. FORCE MAJEURE**

- 16.1. The Agent shall not be responsible for any loss, costs or damages suffered or incurred by the Client or for its failure to perform any of its obligations hereunder if it was caused by any reason beyond its control, including, without limitation, nationalization, expropriation, currency, banking or securities restrictions, acts of war, terrorism, insurrection, revolution, civil unrest, riots or strikes, acts of God, acts of any governmental body, agency, authority or official (regardless of whether the governmental body, agency, authority or official was acting within the scope of its authority), including actions of Issuers, Registrars and the Georgian Stock Exchange. This Article shall survive any termination and/or expiration of this Agreement.

## **17. GENERAL PROVISIONS**

- 17.1. Changes and amendments to the Agreement:
  - 17.1.1. Without prejudice or limitation to any of the Agent's rights under law and/or this Agreement, the Agent is entitled to at any time via publishing/placing respective information on the Website and/or via any form satisfactory to the Agent, provided that the law does not prescribe otherwise, to change/amend any terms (including annexes/schedules) of this Agreement without additional consent and/or approval of the Client. Furthermore, these changes/additions may be addressed at a group of persons as well as a separate person. Such changes/additions are obligatory to the Client and enter into force in compliance with following rules:
    - i. If the changes/additions made are in favor of the Client and/or such changes/additions do not impair the position of the Client, and/or such changes/additions cover a new service, which does not substitute or



amend a service envisaged under this Agreement, such changes/additions enter into force on the next Business Day of the day these changes/additions were published/placed on the Website, while if the Client was informed about such changes/additions via any other form (not via publishing/placing changes/additions on the Website) – on the next Business Day of the day the Client was so informed.

- ii. If the changes/additions made impair the position of the Client, and do not cover a new service, which does not substitute or amend a service envisaged under this Agreement, such changes/additions enter into force on the 30<sup>th</sup> (thirty) day from the day these changes/additions were published/placed on the Website, while if the Client was informed about such changes/additions via any other form (not via publishing/placing changes/additions on the Website) – on the 30<sup>th</sup> (thirty) day from the day the Client was so informed. If the day the changes/additions envisaged under this sub-clause (17.1.ii) enter into force is a non-Business day, such changes/additions shall enter into force on next Business Day of the mentioned day.

Any change(s) and/or addition(s) of the Agreement, together with the Agreement, shall constitute one and the same Agreement.

- 17.1.2. If a prior notification obligation before changes/additions to this Agreement enter into force is envisaged under law, any of such changes/additions shall be considered as agreed upon with the Client, unless the Client informs the Agent that it does not consent to such changes/additions before the latter enters into force.
- 17.1.3. For avoidance of doubt, publishing/placing of information mentioned under article 17.1.1 of this Agreement, shall compromise distribution, disclosing, publishing, placement of such information via any, form, means or format and/ or making it available via any other form (including without limitation via amendment/changing/adding/correcting the existing text of the Agreement on the Website).
- 17.2. If any provision of this Agreement becomes or is deemed to be illegal, invalid or unenforceable, at any time, in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired and the invalid, illegal or unenforceable provision shall be reformed, amended, interpreted or applied so as to produce as near as may be possible the economic result intended by the Parties.
- 17.3. This Agreement shall supersede any previous oral or written agreements or understandings between the Parties.
- 17.4. The Parties agree that each of them is entitled to provide for automatic tape recording of telephone conversations between the Parties' representatives negotiating, in particular, terms of a certain Transaction and the procedure for issuing and performing the respective Instructions and orders, and the Parties shall be entitled to subsequently refer to such tape recordings as a justified proof of their actions, fact of execution of the Transaction and receipt of the Instruction. The Client hereby agrees not to object to automatic tape recording of telephone conversations in the course of which an Authorized Person of the Client and Authorized Person of Agent make a Transaction or agree on conditions, term and procedure for providing a Service to the Client.
- 17.5. The Client agrees that, should a dispute arise between the Parties, concerning, in particular the fact of execution of the Transaction and of agreement on all Material Terms, which, as described above, determines the availability of the Client's verbal Instruction to the Agent, the tape recording of the corresponding telephone conversation between the Authorised Person of the Client and Authorised Person of the Agent shall be reasonable and sufficient confirmation of the Parties' positions on the point of the dispute. Herewith, the Parties agree that neither Party shall object to or otherwise impede the use of such tape recording for further examination of the dispute by any arbitration court, as an objective proof of the Parties' positions in such dispute or controversy. The tape may be subject to authentication, upon request of either Party.

## 18. NOTICES

18.1. The Parties hereby declare that the information, specified in this Article below and any attachments to this Agreement, are correct as of the date of execution by the Parties of this Agreement. The Parties undertake to inform each other in writing without delay of any changes in such information. All notices, reports, Statements, Instructions and any other documents hereunder shall be deemed as duly delivered, if executed in writing and sent by e-mail or hand delivered to the Parties' addresses stated below:

**To the Agent**

Address: Georgia, 0102, Tbilisi, Didube district, D. Aghmashenebeli ave., N 79

E-mail: st@gt.ge

Tel: +995 32 2444 132

**To the Client**

The addresses indicated in the Application. For avoidance of any doubt, receipt or delivery of any communication/ documentation from or to mailing address and/or e-mail of the Client shall be deemed valid for the purposes of this Agreement.

18.2. To avoid any doubt, the Client expressly acknowledges and states that all the information and addresses indicated in the Application and/or this Agreement are accurate, current and complete in all aspects. The Client undertakes to duty to inform the Agent in compliance with this Agreement with respect to any change in this regard as soon as practicable.

18.3. Irrespective of and superseding Article 18.1 of this Agreement, all notices, reports, Statements, and/or any other documents/communication, except for the Instruction(s), shall be deemed as valid if in writing (including via e-mail) and received from or delivered to the Client Dashboard Account or Internet Banking (in compliance with and subject to Article 41 of this Agreement) or any of the Parties' addresses stated in the Article 18.1 of this Agreement. Notwithstanding, the Instruction shall be deemed as valid if following conditions are fully and cumulatively satisfied:

- The Instruction is in writing (including via e-mail), and
- The Instruction is received from the Client Dashboard Account of the Client or Internet Banking (in compliance with and subject to Article 4<sup>1</sup> of this Agreement or any of the Client's addresses stated in the Article 18.1 of this Agreement, and
- The Agent acknowledged its receipt and the Agent under its sole, full and unlimited discretion agreed to execute and act on the Instruction.

For avoidance of any doubt, this Article 18.3 of the Agreement supersedes and prevails over Article 18.1 of the Agreement.

**19. GOVERNING LAW AND DISPUTE SETTLEMENT**

19.1. This Agreement and its enforcement shall be governed by and construed pursuant to the laws of Georgia, without regard to principles of conflicts of laws thereof. Any legal action or proceeding with respect to this Agreement shall be brought in the Georgian courts. The Parties irrevocably accept the exclusive jurisdiction of the aforesaid courts and hereby further irrevocably agree not to plead or claim in any other court.

## TERMS AND CONDITIONS

### APPENDIX I

#### Schedule of Fees and Services

##### 1. Nominal Holding Services

Description	Payment Terms	Fees in GEL, if is not indicated otherwise*	Note
Account opening	per account	0	
Account closing	per unit	0	
Securities Safekeeping Fee	per month	<p>A) 0</p> <p>B) 0.005% (minimum 1.00) of the portfolio value set according to Method of Valuation</p> <p>C) 0.005% (minimum 10.00) for fixed income securities and 0.015% (minimum 10.00) for stocks of the portfolio value set according to Method of Valuation</p> <p>D) 0.007% (minimum 1.00) of the portfolio value set according to Method of Valuation</p> <p>E) Individual to specific case, separately agreed beforehand.</p>	<p>A) Applicable in case of local equity (including preferred shares) traded in dematerialized form.</p> <p>B) Applicable in case of local fixed income debt securities traded in dematerialized form.</p> <p>C) Applicable in case of foreign securities traded in dematerialized form, except for shares/stocks of Bank of Georgia Group PLC, Georgia Capital PLC and Georgia Healthcare Group PLC.</p> <p>D) Applicable for shares/stocks of Bank of Georgia PLC., Georgia Capital PLC. and Georgia Healthcare Group Plc.</p> <p>E) Applicable to securities/financial instruments, with respect to which Galt and Taggart incurs higher costs compared to the Fees mentioned in clauses A), B), C) and D) above.</p>
Receiving Georgian securities (crediting Client's account)	per transaction	0	+ related registration depository and other costs
Delivering Georgian securities (debiting Client's account)	per transaction	0	+ related registration depository and other costs
- withing the Agent's nominee system	per transaction	0	+ all related costs
-outside the Agent's nominee system	per transaction	0	+ related registration depository and other costs
Receiving and delivering foreign securities (crediting and debiting Client's account)	per transaction	50	In case of minority shareholder the receive/delivery fee applicable to foreign securities can be agreed between parties and stated in respective trade order.

“Stamp Tax” – Tax of Great Britain applicable to buying of British Securities	per transaction	0.5% of the trade amount	Tax of Great Britain applicable to British securities, which can be included in the brokerage commission or can be stated separately in the respective trade order.
All types of conversion applicable to securities	per share	a) 0.01 and b) USD 0.06	a) securities conversion fee b) applicable in addition to paragraph a in case of conversion from/to Global Depository Receipts + Related transaction costs (registrar, depository, custody, etc.)
Blocking/ pledge/gift of securities	per transaction	0.1% of market value (min. 20; max. 1000)	upon client's request
Foreign Currency Transfers outside the specific bank	per transaction	0.1% (min. USD 10)	

## 2. Brokerage Services

Description	Payment Terms	Fee in GEL, if is not indicated otherwise*	Note
<b>EQUITIES</b>			
Execution of the Client's Instruction to buy/sell shares	per trade	% of the trade amount	The exact amount of the fee will be indicated in the trade order and shall be agreed by the Parties. Minimum USD 0.035 per share for the shares traded in USA and/or Canada applies.
<b>FIXED INCOME SECURITIES</b>			
Georgian Government Treasury Bills	per executed trade	up to 0.3% of the trade amount (Minimum 20.00)	Exact commission rate is agreed between parties in advance and indicated in the respective trade order
Other sovereign securities and Corporate bonds	per executed trade	0.5% of the trade amount	Exact commission rate is agreed between parties in advance and indicated in the respective trade order. Interest Payment on securities is taxed by Income Tax as determined by the law.
Other securities	per executed trade		Exact commission rate is agreed between parties in advance and indicated in the respective trade order.

### 3. Other Services Corporate Actions

Description	Payment Terms	Fee in GEL, if is not indicated otherwise*	Note
Obtaining, translating, and communicating corporate action information (i.e., AGM, EGM agenda, new issue bulletins, company overviews) requested by client/Distribution of information received from the issuer (registrar, depository)	per issuer	50 + all reasonable expenses	Client will indemnify Galt & Taggart and otherwise hold it harmless for any loss it may incur because of the information provided to the client, due to but not limited to misrepresentations by issuers, translations, etc. Please note that mandatory submission of certain information is free of charge
Attending and voting at AGM or EGM	per occurrence	Related expenses	free of charge if we attend the AGM/EGM for either ourselves or for large group of clients + All related costs that can be allocated proportionally among clients by the company

### Dividend Processing

Description	Payment Terms	Fee in GEL, if is not indicated otherwise*	Note
Receiving the dividend payment on the client's account.	per issuer	free of charge	+ all the related costs including custodian, registrar and depository costs
Other Services Any other financial service	per executed trade	to be agreed upon	Exact commission rate is agreed between parties in advance and indicated in the respective trade order

### 4. Reports

Description	Payment Terms	Fee in GEL, if is not indicated otherwise*	Note
Issuance and delivery of Trade Confirmation for transactions performed the previous day	per statement	0	Next day
Issuance and delivery of a monthly statements	per statement	0	Within 10 days from the end of the month
Issuance and delivery of statements and information on the account's data as per clients request apart from the mandatory reports.	per statement	10	Within one business day from such request of the client

\*Fees do not include VAT which may be payable on certain types of transactions

Note: Commissions maybe be higher for certain services and products where Galt and Taggart may have higher associated costs