Appendix No. **12**
to the Client Service Regulations

Brokerage Company “Rioni Capital”

AGREEMENT

on the Use of the “Personal Account” Software and Remote Client Services

TBILISI
2025

This Agreement on the use of the "Personal Account" software and remote client services (hereinafter – the **"Agreement"**) constitutes an appendix to and an integral part of the Client Service Regulations (hereinafter – the **"Regulations"**) of the brokerage company **"Rioni Capital"** (hereinafter – the **"Broker"**, **"Company"**).

This Agreement shall be deemed concluded with the Client in accordance with Article 69, paragraph 3 of the Civil Code of Georgia from the moment the Client signs the brokerage services agreement. Performance of this Agreement is mandatory for both the Broker and the Client from the moment the agreement between the Parties is concluded.

Article 1. Definitions of Terms

1.1. Personal Account

Software (web service and/or mobile application/interface) provided by the Broker to the Client for remote interaction, including sending notifications, receiving information on services and risk management system parameters, as well as using functions provided for by the agreement and the Regulations.

1.2. Notification

An electronic message sent by the Parties via the Personal Account (as well as using other channels provided for by the Regulations), including notifications, requests, applications, confirmations, as well as orders (where their use is permitted by the functionality of the Personal Account and the terms of the agreement/Regulations).

1.3. Electronic Document

Information recorded in electronic form and containing mandatory requisites that allow unambiguous identification of its content, author and moment of creation; subject to compliance with the established electronic confirmation procedure, it may have legal force equivalent to a document executed on paper.

1.4. Electronic Signature

Information in electronic form attached to or logically associated with other electronic data and used to identify the signatory and confirm the integrity of an electronic document; used within the meaning of the applicable legislation of Georgia and the Broker's documents.

1.5. Client ID

A unique alphanumeric identifier assigned to the Client upon registration and remaining unchanged throughout the entire period of relations between the Parties.

1.6. RMS (Risk Management System) / RMS Parameters / Risk Group

Elements of the Broker's risk management system; parameters and risk groups are applied to the Client's portfolio, published/reflected in the Broker's channels (including the Personal Account), and the Client is obliged to monitor compliance therewith.

1.7. ITS (Information Trading Systems) and Data in the Personal Account

The Client is informed that data presented in ITS (including via API) may differ from data reflected in the Personal Account; priority is given to the Personal Account data, as they are calculated using RMS methodologies and used for risk control, margin requirements and forced position closing.

1.8. Other Terms

Other terms are used in the meanings established by the Regulations and the Glossary (Appendix No. 16 to the Regulations).

1.9. Other terms not directly defined in this Agreement

Terms not directly defined in this Agreement shall be used in the meanings established by:

- the brokerage services agreement;
- the Client Service Regulations of "Rioni Capital";
- other internal documents of the Broker;
- the applicable legislation of Georgia and normative acts of the National Bank of Georgia.

Article 2. General Provisions

2.1. This Agreement defines:

- **a.** rules for access to and use of the Personal Account;
- **b.** conditions of remote interaction between the Parties via the Personal Account;
- **c.** procedures for creation/sending of notifications and (where relevant functionality exists) use of electronic documents;
- **d.** security requirements, liability and restrictions related to use of the Personal Account.

2.2. The Personal Account constitutes part of the Client's remote service and is used in conjunction with the brokerage services agreement, the Client Service Regulations and their appendices.
The rights and obligations of the Parties under this Agreement shall be interpreted systemically, in the context of the agreement and the Regulations.

2.3. The right to use the Personal Account is granted to the Client free of charge; both individuals and legal entities may use the Personal Account.

2.4. The Broker has the right at any time to improve, modify, expand or restrict the functional capabilities of the Personal Account, as well as to change the rules of its use.

2.5. The Broker has the right to suspend, restrict or terminate the Client's access to the Personal Account in the event of detection of violations by the Client of the agreement, the Regulations, this Agreement or the requirements of the legislation of Georgia and normative acts of the National Bank of Georgia (without obligation to disclose reasons inconsistent with security and compliance requirements).

Article 3. Conditions of Access, Identification and Authentication

3.1. Access to the Personal Account is granted to the Client after completion of registration and identification procedures provided for by the agreement, the Regulations and the applicable requirements of the National Bank of Georgia, including confirmation of the Client's identity and consent via the Client's mobile phone number or other means.

3.2. The Client is obliged to:

- **a.** ensure relevance of contact data;
- **b.** maintain confidentiality of access credentials;
- **c.** not transfer logins, passwords, confirmation codes or other authentication means to third parties;
- **d.** immediately notify the Broker of possible compromise of access.

3.3. The Client independently bears all risks of consequences if third parties gain access to the Client's mobile phone or SIM card.

3.4. The Broker has the right to apply additional measures for verification of the Client's consent and/or confirmation of authenticity of actions, including confirmation via phone call, email or other internal system verification tools.

3.5. For Client protection and security, the Broker establishes and applies, inter alia:

- **a.** a limit on unsuccessful authentication and/or confirmation attempts (no more than 5), followed by temporary blocking;
- **b.** blocking/unblocking rules and access restoration procedures based on a risk-based approach;
- **c.** automatic session timeout in case of inactivity (as a rule, no more than 5 minutes; if necessary – no more than 10 minutes for certain user categories based on a risk-based approach);
- **d.** session protection measures against unlawful access and manipulation, as well as the requirement of independence of two-factor authentication (2FA) factors.

Article 4. Informational Notifications in the Personal Account

4.1. Informational notifications not requiring Client confirmation

4.1.1. Notifications not requiring Client confirmation include, inter alia:

- notifications on current events in the Client's portfolio;
- notifications on RMS parameters, margin requirements and risks;
- notifications on changes to the Regulations, tariffs and service conditions;
- technical and service notifications.

4.1.2. Such notifications are informational only and do not require separate Client confirmation unless explicitly stated otherwise in the notification text.

4.2. Notifications requiring acknowledgment of review

4.2.1. Notifications requiring Client acknowledgment of review include, inter alia:

- risk disclosures;
- notifications on material changes to service conditions;
- notifications on introduction of new restrictions, requirements or procedures.

4.2.2. Acknowledgment of review is performed via the mechanism established in the Personal Account (SSO / two-factor authentication (2FA) / other method) and recorded in the Broker's logs.

Article 5. Legally Significant Actions and Electronic Documents in the Personal Account

5.1. General principles of legal significance

5.1.1. The Parties acknowledge that actions, notifications and electronic documents performed/generated by the Client via the Personal Account and duly confirmed may entail legal consequences, including creation, modification and termination of rights and obligations of the Parties, if provided for by the agreement, the Regulations and the applicable legislation of Georgia.

5.1.2. Electronic documents formed and confirmed via the Personal Account in accordance with this Agreement have legal force equivalent to handwritten documents, unless otherwise directly established by mandatory legal norms.

5.1.3. To confirm the Client's consent when performing legally significant actions, electronic confirmation means are used, including electronic signature, SSO authentication, two-factor authentication (2FA) and other methods deemed acceptable by the Broker taking into account regulatory requirements and a risk-based approach.

5.1.4. The procedure for using electronic signatures, types of applicable electronic signatures, rights and obligations of the Parties, as well as conditions under which an electronic signature is equivalent to a handwritten signature, are determined by a separate agreement on the use of electronic signatures, which constitutes an integral part of the Broker's contractual documentation.

5.2. Types of legally significant actions

5.2.1. Legally significant actions performed by the Client via the Personal Account include, inter alia (subject to availability of relevant functionality):

- **a.** acceptance of agreements, arrangements, appendices, notifications and disclosure documents;
- **b.** submission of Client applications and notifications;
- **c.** confirmation of consents and refusals, as well as other expressions of will;
- **d.** submission of orders (trading and/or non-trading), if provided for by the agreement and the Regulations;
- **e.** other actions explicitly indicated in the Personal Account interface as requiring confirmation and entailing legal consequences.

5.2.2. The specific list of notifications and electronic documents deemed legally significant is determined by Appendix No. 1 to this Agreement and may be changed by the Broker as the Personal Account functionality develops.

5.3. Procedure for performing legally significant actions

5.3.1. Performance of a legally significant action via the Personal Account includes the following stages:

- **a.** initiation of the action by the Client in the Personal Account interface;
- **b.** automatic validation of data and access rights;
- **c.** confirmation of the Client's consent using the established electronic confirmation means;
- **d.** registration of the action in the Broker's systems with assignment of a unique identifier;
- **e.** display of the action status to the Client.

5.3.2. Confirmation of the Client's consent is carried out using the method determined by the Broker for the relevant type of action, taking into account risk level, RMS requirements and applicable normative acts.

5.3.3. A legally significant action shall be deemed performed by the Client from the moment the confirmation stage is successfully completed and the action is registered in the Personal Account, unless otherwise directly provided for by the agreement or the Regulations.

5.4. Logging and evidentiary force

5.4.1. The Broker ensures recording of the Client's legally significant actions in event logs (audit trail), including:

- Client identifier;
- date and time of the action;
- type of action or document;
- confirmation method;
- result of the action.

5.4.2. Event logs and system records of the Personal Account constitute evidence of the fact and content of actions and may be used by the Broker and the Client in dispute resolution, subject to compliance with personal data protection legislation.

5.5. Special rules for risk-related actions

5.5.1. The Client confirms that RMS parameters, including margin requirements and conditions for forced position closing, are reflected in the Personal Account and that the Client is obliged to independently monitor compliance therewith.

5.5.2. Upon occurrence of conditions for forced closing of open positions, the Broker acts on the basis of the Client's conditional order specified in the agreement and/or its appendices, without obtaining additional confirmation from the Client.

5.6. Moment of delivery of information to the Client

Notifications and electronic documents placed in the Personal Account shall be deemed delivered to the Client from the moment of their placement in the Personal Account, regardless of the Client's actual login, unless otherwise provided for by the agreement or mandatory legal norms.

Article 6. Remote Electronic Interaction, Data Priority and Information Security

6.1. Procedure for exchange of notifications via the Personal Account

6.1.1. Notifications sent via the Personal Account shall be deemed delivered to the Client from the moment they are placed/displayed in the Personal Account interface (unless otherwise directly established for specific notifications by the agreement/Regulations).

6.1.2. The Broker may use the Personal Account as a priority channel for informing the Client about:

- changes in tariffs/service parameters and the status of such changes;
- RMS events (margin requirements, risk parameters, forced closing and others);
- other service-related information.

6.1.3. The Broker has the right to send notifications to the Client also via chat, email and other channels provided for by the Regulations; the specific channel may be determined depending on notification criticality and technical availability.

6.2. Information discrepancies and data priority

6.2.1. The Client confirms awareness of possible discrepancies between data of information and technical systems (including via API) and data of the Personal Account.

6.2.2. The Parties agree that priority is given to data published in the Personal Account, as they are calculated in accordance with RMS methodologies and used for risk control, margin requirements and forced position closing.

6.2.3. The Client assumes the risk associated with such discrepancies and is obliged, in case of discrepancy, to rely on Personal Account data.

6.3. Information security incidents, access compromise and action procedure

6.3.1. An information security incident is an event (or a combination of events) that has resulted or may result in:

- unauthorized access to the Personal Account;
- data leakage/distortion/destruction;
- disruption of service availability;
- fraudulent transactions or attempts thereof.

6.3.2. Signs of compromise include, inter alia:

- unauthorized logins/login attempts;
- unexpected changes of contact data;
- notifications of actions not performed by the Client;
- suspicion of phishing/malware on the Client's device.

6.3.3. The Client is obliged to immediately notify the Broker via available communication channels if:

- the Client has lost control over the phone number/SIM card;

- there is suspicion of compromise of passwords/confirmation codes;
- the Client has detected transactions or actions not performed by the Client.

6.3.4. The Client bears all risks and consequences if third parties gain access to the Client's mobile phone or SIM card.

6.3.5. Until control is restored, the Client is obliged to stop using the Personal Account from potentially compromised devices, change passwords/secret data (if a secure channel is available) and follow the Broker's instructions for access restoration.

6.3.6. The Broker has the right to immediately:

- restrict access to the Personal Account;
- require additional verification of authenticity of notifications/actions (including confirmation by phone/email and comparison with internal system data).

6.3.7. The Broker has the right to temporarily suspend processing of certain Client orders/actions until completion of security and/or compliance checks.

6.3.8. For incident investigation, user activity logs, API call logs and other system records of the Broker are used, subject to compliance with legislative requirements.

6.3.9. The Broker informs the Client about the status of the request/incident via the Personal Account and/or other communication channels provided for by the Regulations, to the extent permitted by security policies and AML/compliance requirements.

6.3.10. Access restoration is carried out in accordance with the procedure established by the Broker (Appendix No. 3 to this Agreement): Client identification, confirmation of control over phone number/account, additional risk source verification (if necessary), change of secret data, termination of active sessions.

6.3.11. The Client understands and agrees that the Broker is not obliged to disclose in detail the architecture of authorization/SSO/2FA systems, protection methods and internal response procedures if such disclosure creates additional security risks.

Article 7. Client Obligations When Using the Personal Account

7.1. The Client is obliged to daily monitor RMS parameters in the Personal Account, timely respond to margin requirements, ensure maintenance of collateral and take into account market risks within the scope established by the Regulations and the agreement.

7.2. The Client is obliged to comply with information security requirements, including:

- use current versions of operating systems, browsers and applications;
- not use compromised devices;
- immediately notify the Broker in case of suspected compromise.

7.3. The Client understands and agrees that access to the Personal Account via mobile applications and/or third-party software is performed at the Client's risk; the Broker is not responsible for proper functioning of such applications/tools outside the Broker's control zone.

Article 8. Broker Obligations: Security, Logging, Data Storage

8.1. The Broker applies organizational and technical protection measures corresponding to the activity risk profile and internal RMS documents, including:

- data encryption "in transit" (TLS 1.2+) and "at rest";
- segregation of authorized persons' access to data and documents by levels;
- full logging (audit trail) of significant actions and events – logins/logouts, Client data changes, back-office/risk/trading actions, configuration changes and others – with recording of time, user/system, result and technical parameters; logs are not subject to retroactive modification.

8.2. The Broker ensures data reconciliation between systems and investigation of discrepancies within contours related to the Personal Account and back-office/risk contours.

Article 9. Limitations of Liability and Disclaimer of Warranties

9.1. The Broker is not liable for delays, interruptions or inability to use the Personal Account arising directly or indirectly from actions/inaction of third parties and/or malfunction of communication and information channels outside the Broker's control zone.

9.2. The Broker is not liable for direct or indirect losses arising from use or inability to use the Personal Account, including cases of data errors/malfunctions/deletion/loss of access/unauthorized access by third parties, unless otherwise follows from mandatory legal norms.

9.3. The Broker has the right (but is not obliged) to send the Client risk-related notifications; absence of such notification does not relieve the Client from the obligation to control risks and maintain collateral.

Article 10. Final Provisions

10.1. This Agreement enters into force from the moment the Client accedes thereto (acceptance in the Personal Account/signature/confirmation in the установленный manner) and remains effective for the duration of the agreement, unless terminated earlier on grounds provided for by the agreement, the Regulations or law.

10.2. The Broker has the right to make amendments to this Agreement (including due to changes in Personal Account functionality, National Bank of Georgia requirements and/or security measures). The current version of the Agreement is provided to the Client via the Personal Account and/or other channels provided for by the Regulations.

10.3. In matters not regulated by this Agreement, the Parties shall be governed by the agreement, the Regulations and the applicable legislation of Georgia.

10.4. Disputes and disagreements related to this Agreement shall be resolved in accordance with the procedure established by the agreement/Regulations and the applicable legislation of Georgia.

Article 11. Appendices

Appendix No. 1
to the Agreement on the Use of the
"Personal Account" Software and Remote Client Services

This Appendix defines the list of notifications and electronic documents that may be generated, sent and confirmed by the Client and the Broker using the Personal Account.

The specific set of available notifications and electronic documents depends on:
- Client status (individual / legal entity);
- scope of enabled Personal Account functionality;
- requirements of the applicable legislation of Georgia and normative acts of the National Bank of Georgia;
- internal procedures of the Broker (including RMS and AML/CTF).

Formation and confirmation of such notifications and electronic documents is carried out solely within the framework of the agreement, the Regulations and this Agreement.

List of notifications and electronic documents formed in the Personal Account and their legal significance

No.	Name	Legally significant action	Confirmation method
1	Login to the Personal Account	Yes	Two-factor authentication (2FA)
2	Order to change contact data	Yes	Two-factor authentication (2FA)
3	Order to change identification document (passport)	Yes	Authentication in the Personal Account (SSO)
4	Change of questionnaire data	Yes	Authentication in the Personal Account (SSO)
5	Application to change tariff plan	Yes	Authentication in the Personal Account (SSO)
6	Order to withdraw funds	Yes	Two-factor authentication (2FA)
7	Order to withdraw securities	Yes	Two-factor authentication (2FA)
8	Order for transaction	Yes	Authentication in the Personal Account (SSO)
9	Application to change Client category	Yes	Two-factor authentication (2FA)
10	Application to join the securities lending program	Yes	Authentication in the Personal Account (SSO)
11	Application for admission to margin transactions	Yes	Authentication in the Personal Account (SSO)
12	Application for admission to "Short" transactions	Yes	Authentication in the Personal Account (SSO)
13	Order to change portfolio risk level	Yes	Authentication in the Personal Account (SSO)

Appendix No. 2
to the Agreement on the Use of the
"Personal Account" Software and Remote Client Services

Minimum Requirements for Client Devices and Software

1. General requirements

1.1. The Client is obliged to use the Personal Account only from devices that:
- are under the Client's control;
- are protected from unauthorized access;
- do not contain malicious software.

1.2. The Client independently bears responsibility for:
- security of the device used;
- relevance of the operating system and browser;
- installation of security updates.

2. Restrictions and warnings

2.1. The Broker does not guarantee proper operation of the Personal Account in the following cases:
- use of outdated browsers and operating systems;
- use of modified or compromised devices;
- use of third-party updates affecting security.

2.2. Use of public or untrusted networks (public Wi-Fi) by the Client is carried out at the Client's own risk.

Appendix No. 3
to the Agreement on the Use of the
"Personal Account" Software and Remote Client Services

Procedure for Blocking, Restoring and Terminating Access to the Personal Account

1. Grounds for blocking access

1.1. The Broker has the right to temporarily or permanently restrict the Client's access to the Personal Account in the following cases:

- detection of signs of access compromise;
- exceeding the permissible number of unsuccessful authentication attempts;
- violation by the Client of the agreement, the Regulations or this Agreement;
- request of the regulator or competent authorities;
- identification of increased risk within the RMS or AML/CTF framework.

2. Procedure for temporary blocking

2.1. Temporary blocking may be applied automatically or manually.

2.2. The Client is informed of blocking via available communication channels, unless such notification contradicts security and compliance requirements.

3. Access restoration

3.1. Access restoration is carried out after:

- Client identification;
- confirmation of control over contact data;
- additional checks based on a risk-based approach.

3.2. The Broker has the right to:

- request additional documents;
- change authentication methods;
- terminate active sessions.

4. Access termination

4.1. Access to the Personal Account is terminated upon termination of the agreement, as well as in other cases provided for by the Regulations and legislation.

4.2. Access termination does not release the Parties from performance of obligations that arose prior thereto.