Approved by Order No. 01-20 of **Rioni Capital LLC**
dated **11.08.2025** Effective as of **01.10.2025**

AGREEMENT

on the Provision of Brokerage Services with the Brokerage Company "Rioni Capital"

(Standard Form)

TBILISI
2025

Article 1. GENERAL PROVISIONS

1.1. This Brokerage Services Agreement (hereinafter referred to as the **"Agreement"**) is concluded between the Client and the Limited Liability Company **"Rioni Capital"** (hereinafter referred to as the **"Broker"** or the **"Company"**), which together are referred to as the **"Parties"**. The Broker carries out its activities on the basis of a brokerage license No. **#-------------** issued by the National Bank of Georgia in **--------------** year, for an indefinite period, without limitation of validity.

1.2. The Agreement does not constitute a public offer within the meaning of Article 3 of the Law of Georgia on the Securities Market. The Broker has the right, at its own discretion, to refuse to conclude the Agreement without explaining the reasons for such refusal.

1.3. The Agreement is posted on the Broker's official website and is publicly available. The conclusion of the Agreement between the Broker and the Client is carried out by the Client signing the Agreement (acceptance of the Agreement). For the purpose of concluding the Agreement (acceptance of the Agreement), the Client submits to the Broker a signed application confirming consent to the terms of the Agreement, which also applies to the appendices to the Agreement, the Client Service Regulation (hereinafter referred to as the **"Regulation"**) and its appendices.

The specified procedure is carried out as follows:

- the Client signs the consent application electronically. The electronic signature is generated on the platform of a vendor company (hereinafter referred to as **"Remote Agreement Execution"**);
- by signing, the Client confirms consent to the use of a simple electronic signature for the purpose of concluding the Agreement between the Parties;
- in the case of remote execution of the Agreement, acceptance of the service request (opening of an investment account/individual investment account) is carried out only for the Client who has successfully passed authorization in the identification and verification system of **Rioni Capital LLC**.

1.4. The Agreement shall be deemed concluded between the Parties from the moment the Broker receives the Client's application confirming consent to the terms of the Agreement.

1.5. In the case of remote execution of the Agreement, the Client has the opportunity to download the signed documents or to do so later through the services of the Client Portal. The Agreement number and the brokerage account number are provided to the Client by SMS message sent to the Client's verified mobile phone number.

1.6. The Agreement shall remain in force until terminated at the initiative of either Party.

1.7. The place of conclusion of the Agreement and performance of the obligations provided therein is the location of the Broker.

1.8. The Broker's e-mail address: any e-mail address included in the list of e-mail addresses of **Rioni Capital LLC** and intended for communication with Clients within the framework of the brokerage services agreement posted on the Broker's website.

1.9. The Broker's telephone number: any telephone number included in the list of telephone numbers of **Rioni Capital LLC** and intended for communication with Clients within the framework of the brokerage services agreement posted on the Broker's website.

1.10. The Broker's postal address: **12 Goderdzi Chokheli 1st Lane, Tbilisi, 0159, Georgia**.

1.11. The Broker's official website (hereinafter referred to as the **"Website"**): https://rioni-capital.ge.

1.12. Any document and notification executed between the Parties within the framework of the Agreement shall be drawn up in the Georgian language and may be translated into a foreign language. In case of any discrepancy between the Georgian and foreign language versions, the Georgian text shall prevail.

1.13. All terms and definitions used in the Agreement and its appendices shall be interpreted in accordance with the meanings established by applicable regulations. Those terms and definitions whose meanings are not specified in Georgian legislation and/or in the Agreement shall be interpreted in accordance with European Union regulations — **MiFID II**.

Article 2. SUBJECT OF THE AGREEMENT

2.1. The Broker undertakes to conclude civil-law transactions in securities (including foreign securities and foreign financial instruments on foreign trading platforms) and to conclude contracts for trading in derivatives, in the name and at the expense of the Client (including during placement by issuers of issue securities) or in its own name and at the expense of the Client.

The current list of foreign securities/foreign trading platforms (with respect to which the Broker accepts transaction orders) is published on the Broker's Website.

2.2. The Broker undertakes, upon the Client's instruction, in its own name and at the expense of the Client, to conclude transactions for the purchase and sale of foreign currency on the foreign exchange market.

2.3. The Broker undertakes, upon the Client's instruction, in its own name and at the expense of the Client, to conclude transactions for the purchase and sale of precious metals in anonymous form on the relevant market.

2.4. The Broker has the right to provide the Client with consultations regarding investments in financial instruments. Such information is provided to the Client via the Broker's Website, through the Client Portal, or by other means.

The Client is obliged to familiarize itself with the procedure for using the information provided by the Broker, which is delivered to the Client via the Website or the Client Portal. The Client agrees not to store, copy, reproduce, distribute, transfer, publish, or otherwise disclose or make publicly available, or transfer to any third party, the information provided by the Broker.

The information specified in this clause does not constitute personalized investment advice, and the financial instruments or transactions mentioned therein may not correspond to the Client's investment profile. The Broker shall not be liable for possible losses of the Client in case of transactions or investments in financial instruments referred to in such information.

2.5. The Broker has the right to provide the Client with investment advisory services in relation to securities and transactions therewith, which constitute derivatives on financial instruments, by providing personalized investment advice. The procedure for providing the specified investment advisory services is regulated by Appendix No. 12 to the Client Service Regulation.

2.6. The Broker's services are provided for a fee.

2.7. The Broker undertakes, for a fee, to provide the Client with ancillary services related to obtaining information and/or concluding civil-law transactions in securities, concluding contracts that constitute derivatives on financial instruments, as well as concluding transactions for the purchase and sale of foreign currency and precious metals.

Article 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights of the Broker:

3.1.1. The Broker has the right to conclude transactions between Clients, to act in its own name and at the expense of the Client or in the name and at the expense of the Client, and at the same time to act as the commercial representative (authorized person) of two Clients within the same transaction.

3.1.2. The Broker has the right to refuse to accept/execute an order for a transaction/operation that contains indications of market manipulation, use of insider information, legalization of proceeds of crime (money laundering) or financing of terrorism, or other indications giving the Broker reason to suspect that the transaction/operation is carried out in violation of legal requirements.

3.1.3. The Broker has the right to cancel or amend any current Fee Schedule and, without the Client's consent, transfer the Client to an **"all-inclusive"** Fee Schedule, of which the Broker shall notify the Client by e-mail and/or other communication means at least **30 (thirty) calendar days** in advance. Subsequent selection of another Fee Schedule by the Client shall be carried out in accordance with the Agreement.

3.1.4. The Broker has the right to unilaterally terminate the provision of additional services to the Client on the basis of prior notice.

3.1.5. The Broker has the right, for the purpose of concluding transactions provided for by this Agreement and settling such transactions, to conclude agreements with another broker (prime broker), a credit institution, clearing houses, a technical center and/or a trading platform, and other persons whose participation is necessary for the proper performance by the Broker of its obligations under this Agreement, and/or to delegate the execution of the Client's orders to such persons.

3.1.6. The Broker has the right to use the Client's funds free of charge for its own interests. When using such funds, no interest income shall be accrued. Any profit received by the Broker as a result of using the Client's funds shall fully belong to the Broker.

The specified right of the Broker shall not apply to funds of Clients in respect of which regulatory legal acts establish restrictions on the use of funds, or where there are grounds for restricting the granting of such right to the Broker in favor of the Client as established by regulatory legal acts or by agreements concluded by the Client in the course of its professional activity in the securities market, provided that the Client duly notified the Broker of the existence of such restrictions, as well as in cases where the Client has expressly prohibited the Broker from such use.

3.1.7. The Broker has the right not to accept orders and other notifications from the Client's representative and not to execute them if the Client/Client's representative submitted to the Broker a power of attorney that does not comply with the form of power of attorney determined by the Broker and is not duly certified (Appendix No. 14 to the Regulation).

3.1.8. The Broker has the right to close Client sections previously opened by clearing houses and/or cancel the Client's registration with a trading organizer if the Client fails to fulfill obligations provided for by the Agreement and/or an additional agreement to the Agreement. The Broker also has the right to close previously opened investment accounts, personal accounts, sub-accounts, Client sections with clearing houses and/or cancel the Client's registration with a trading organizer in the absence of the Client's assets in such accounts/registers.

3.1.9. The Broker has the right to close a separate account for recording previously opened positions (Client section of clearing houses) / a separate settlement code if the Client fails to fulfill obligations provided for by the Agreement and/or an additional agreement thereto, or if there are circumstances clearly indicating that the obligations will not be fulfilled within the established timeframe, as well as in the absence of the Client's assets in the separate account for recording the Client's positions / the Client's separate settlement code.

3.1.10. The Broker has the right to suspend the performance of obligations under the Agreement, in whole or in part (in terms of provision of certain services), to stop accepting orders and other dispositive notifications, and to stop executing previously accepted notifications (to impose a block), in the following cases:

- failure or improper performance by the Client of obligations provided for by the Agreement, additional agreements, requirements of regulatory legal acts of Georgia, acts of the National Bank of Georgia, decisions, orders and other documents of authorized bodies of Georgia;
- if the Broker has grounds to believe that the Client's actions are aimed at violating legislation, legalization of proceeds of crime, as described in the Law of Georgia on Combating Money Laundering and Financing of Terrorism;
- receipt of information or documents indicating that the Client will not fulfill its obligations within the established timeframe, including receipt by the Broker of information or documents confirming a change in the Client's legal status or information that the data provided by the Client is outdated.

3.1.11. The Broker has the right, at its discretion, to request from the Client additional documents necessary for the Broker to comply with the requirements of Georgian legislation, foreign legislation, and/or for providing services to the Client under the Agreement. If the Client fails to submit the requested documents within the timeframe specified in the request, the Broker has the right to fully or partially suspend the provision of services under the Agreement to the Client by sending a written notice no later than **1 (one) day** prior to the date of suspension of services.

3.1.12. The Broker has the right not to accept/execute the Client's order related to a transaction, including one already partially executed, if execution would result in violation of Georgian legislation, trading rules, clearing rules, the Agreement or the Regulation, and/or would make it impossible to execute conditional orders for closing positions.

3.1.13. The Broker has the right, at its discretion, to refuse to provide any service and to terminate the provision of any service if the Client has not used it for **one calendar year**, as well as in other cases provided for by this Agreement and the Regulation.

3.1.14. The Broker has the right, in cases provided for by Appendix No. 12 to the Regulation, to provide the Client with investment advisory services regarding securities and transactions therewith (which constitute derivatives on financial instruments) by providing personalized investment advice.

3.1.15. Unless otherwise provided by the Regulation, the Broker has the right to block (increase the amount of obligations) funds in the Client's brokerage account in an amount necessary to reimburse the Broker's remuneration and/or expenses and/or to secure reimbursement of expenses under concluded agreements.

The amount of such security may exceed the amount required to reimburse the Broker's remuneration and/or expenses. Blocking of excessively blocked amounts shall be lifted after completion of settlement of the Broker's remuneration and/or reimbursement of expenses.

3.1.16. The Broker has the right to process, including transfer to third parties, the Client's personal data without obtaining special consent, if processing of the Client's personal data is necessary for the conclusion and/or performance of this Agreement, including ensuring the Client's access to trading with relevant trading organizers and enabling settlement of transactions concluded in the Client's interests.

3.1.17. The Broker has the right, at any time, including in cases of force majeure and/or in the event that restrictive measures are applied by foreign governments and administrative bodies, international, interstate, foreign organizations or associations (unions) in relation to Georgia, the Client, the Broker, and other persons affiliated with them or belonging to the same group, as well as infrastructure institutions, including but not limited to economic, financial, trade sanctions and other restrictions, and/or in the event of a significant change in circumstances, to transfer the Client for servicing to another professional participant of the securities market acting under a brokerage license (hereinafter referred to as the **"Third-Party Broker"**), by concluding, on behalf of the Client, a brokerage services agreement with the Third-Party Broker and transferring the Client's assets, on the basis of an agreement (offer) on transfer of services concluded between the Client, the Broker and the Third-Party Broker in accordance with the procedure established by this clause.

For the above purposes, the Broker, in agreement with the Third-Party Broker, sends to the Client a notification (offer) to the Client's e-mail address containing all essential terms of the agreement on transfer of services. The Client confirms that from the date of receipt of such notification, it has the right, within **2 (two) business days**, to send to the Broker a written refusal to conclude the agreement on transfer of services by e-mail, in accordance with the procedure established by the Regulation.

3.1.18. If within the above-mentioned period the Broker does not receive from the Client a written refusal to conclude the agreement on transfer of services in the manner specified in this clause, it shall be deemed that the Client has concluded such an agreement with the Broker and the Third-Party Broker. In such case, an essential term of the agreement on transfer of services between the Client, the Broker and the Third-Party Broker is that brokerage services provided to the Client by the Third-Party Broker shall be rendered on terms no less favorable than those established by this Agreement.

3.1.19. The Broker has the right to send the Client a request to update the data specified in the questionnaire.

3.1.20. The Broker enjoys other rights provided for by the Agreement and its appendices.

3.2. Obligations of the Broker:

3.2.1. The Broker shall execute the Client's orders in the sequence of their receipt and on the best possible terms.

3.2.2. The Broker shall execute the Client's orders with strict observance of their essential terms, taking into account the restrictions established by regulatory legal acts and the Agreement.

3.2.3. The Broker shall, upon request, provide the Client with information regarding execution of the order issued by the Client.

3.2.4. The Broker shall provide the Client with information within the timeframes and in the manner specified by the Agreement.

3.2.5. The Broker shall open the necessary accounts for the Client in accordance with the Agreement.

3.2.6. The Broker shall maintain separate internal records of the Client's assets by the Client's brokerage accounts, separately from the Client's cash funds and securities.

3.2.7. In the event of a conflict of interest, the Broker shall notify the Client of the occurrence of such conflict and take all necessary measures to resolve the conflict in the Client's favor.

3.2.8. For the purpose of fulfilling obligations under this Agreement and/or in accordance with applicable legislation, the Broker shall transfer all information necessary for recording the Client's securities to depositories, as well as to trading organizers, clearing houses, prime brokers, issuers, governmental authorities, the National Bank of Georgia, foreign financial regulators and other persons. The scope of information transferred shall be determined by applicable legislation or agreements concluded with such persons.

The Broker shall provide the Client with necessary information on the state of the securities market, as well as additional advisory and informational services, the scope, cost and procedure for provision of which are agreed with the Client in an additional agreement to the Agreement or in separate agreements.

3.2.9. The Broker shall immediately submit to trading organizers the relevant applications, as a trading participant, for concluding transactions related to execution of the Client's orders, in accordance with trading rules and clearing rules, as well as the procedure determined by the Agreement and its appendices.

3.2.10. The Broker shall notify the Client by sending notifications of all essential requirements for trading participants and any changes thereto no later than the next business day from the date the Broker receives relevant notifications from the trading organizer. In addition to the procedure established by the Agreement, such notifications may be provided to the Client by:

a. inclusion with the daily reports provided by the Broker to the Client;
b. publication on the Broker's Website.

3.2.11. The Broker shall, within the timeframes established by the Agreement, take measures to eliminate any discrepancies arising during the provision of reports to the Client.

3.2.12. Prior to executing transactions in securities and/or accepting an order to conclude a contract on derivatives, the Broker shall: provide information to a Client who is not an Informed Investor regarding the offering of such securities and derivatives and their prices, within the scope provided by the standards established by the Broker for execution of transactions in the financial market.

Access to such information shall be provided to the Client via the trading platform software and/or the Client Portal software of **Rioni Capital LLC** and/or the mobile version of the personal account (**CMPA**). If the specified software does not contain the necessary information on offerings of securities and derivatives and trading prices, the Broker shall provide such information to the Client verbally. In addition, the Broker has the right to provide the Client with written information on offerings of securities and derivatives and trading prices, including by sending electronic notifications or by posting such information on the Broker's Website.

The Broker shall not provide the Client with the information specified in this clause or grant access thereto if this is impossible due to circumstances for which the Broker is not responsible.

3.2.13. Other obligations established by the Agreement and its appendices.

3.3. Rights of the Client:

3.3.1. The Client has the right to give instructions to the Broker regarding conclusion of transactions and operations related to assets in accordance with the procedure established by the Agreement.

3.3.2. The Client has the right to receive from the Broker information and documents the receipt of which is provided for by the Law of Georgia "On the Securities Market".

3.3.3. The Client has the right to request from the Broker information on the progress of execution of an order.

3.3.4. The Client has the right to receive reports from the Broker in the manner and within the timeframes established by the Agreement.

3.3.5. The Client has the right to change the selected Fee Schedule, service terms, select additional services or refuse to receive any service by submitting an application to the Broker with appropriate indications via the Client Portal.

Changes to Fee Schedules shall enter into force from the first day of the calendar month following the month in which the Broker receives the relevant application. Changes and additions to service terms and refusal of services shall enter into force from the business day following the day the Broker receives the relevant application.

3.3.6. The Client has the right to submit a complaint to the Broker containing information on one or more of the following facts related to professional activities in the securities market:

- violations of the Client's rights and/or freedoms and/or legitimate interests committed and/or potentially committed by the Broker and/or the Broker's employee;
- violations of laws, regulations, as well as contracts, agreements and other documents governing relations between the Broker and the Client, committed and/or potentially committed by the Broker and/or the Broker's employee.

The specified complaint shall be submitted by the Client exclusively through the Client Portal.

3.3.7. In the event of refusal by the Broker to execute a transaction based on the Client's instruction/application, the Client has the right to submit to the Broker additional documents and/or information substantiating the groundlessness of such refusal. Submission of information shall be carried out via the Client Portal. The Broker shall review such application and make a decision in compliance with the timeframes and procedure established by Georgian legislation.

3.3.8. The Client has other rights provided for by the Agreement and its appendices.

3.4. Client's Liability

3.4.1. The Client shall pay the Broker's remuneration and reimburse expenses within the timeframes and in the manner provided for by the Agreement.

3.4.2. The Client shall provide the Broker with duly executed powers of attorney, as well as other documents and information necessary for the latter to perform actions provided for by this Agreement, and also necessary for the Broker to fulfill obligations established by regulatory legal acts of Georgia.

3.4.3. Unless otherwise provided by the Agreement, the Client shall ensure the availability on the brokerage account of funds and securities, derivatives, currency and precious metals necessary for the Broker to fulfill obligations arising from transactions concluded in the Client's name and in the Client's interests, as well as to fulfill other obligations of the Client.

3.4.4. The Client shall timely and in the prescribed manner notify the Broker of all changes made to the data provided by the Client and shall bear the risk of consequences associated with failure to provide such information or untimely provision thereof.

3.4.5. The Client shall, on an annual basis via the Client Portal, update personal data, as well as personal data of its representatives, beneficiaries and beneficial owners and/or confirm that no changes have been made to such data.

3.4.6. In the event of appointment of a representative/beneficiary, the Client shall complete the representative's/beneficiary's questionnaire. The Broker has the right to request documents confirming the grounds for appointment of the Client's representative/beneficiary.

Upon receipt of such request, the Client shall provide the Broker with the documents within the timeframe specified in the relevant request. The Client shall immediately notify the Broker of any changes in the data of the Client's representative/beneficiary in the manner established by the Agreement.

3.4.7. The Client shall immediately submit all documents necessary for opening accounts and concluding transactions, as well as documents required for executed transactions and re-registration of ownership rights to securities (any documents requested by the Broker, within the timeframe specified in such request).

3.4.8. The Client shall immediately notify the Broker of: loss of an identity document or mobile phone; compromise of the username and password for access to software; the code word used for identification of oral notifications; revocation of a power of attorney of an authorized person; and other facts that may result in fraudulent and unauthorized actions by third parties in relation to the Client's brokerage account.

3.4.9. The Client shall, upon the Broker's request, provide within the timeframe specified in the request the required written explanations, as well as documents confirming the economic and lawful basis of the Client's transactions.

3.4.10. The Client shall immediately notify the Broker of any errors, inaccuracies or other discrepancies in the Broker's reports based on the results of the trading day.

3.4.11. The Client shall avoid submitting orders for transactions/operations that may contain indications of market manipulation, use of insider information, legalization of proceeds of crime, financing of terrorism, or other indications of violations of legal requirements.

3.4.12. The Client shall use exchange information received from the Broker solely for the purpose of making decisions on execution of transactions on exchanges (unless otherwise provided by trading rules or agreed with the Broker).

3.4.13. Unless otherwise provided by the Agreement, the Client shall submit orders for execution of transactions and other operations within trading limits.

3.4.14. Regardless of the date of commencement of operations, the Client shall reimburse the Broker for expenses related to servicing accounts opened in accordance with the Agreement, in the amount and manner provided for by service tariffs.

3.4.15. In the event of appointment of a person authorized to manage the account and execute transactions on behalf of the Client, the Client shall submit a power of attorney for such person and complete the relevant questionnaire.

3.4.16. A power of attorney issued by an individual Client to another individual must be notarized.

3.4.17. In the event of termination of a representative's power of attorney, the Client/Client's representative shall immediately notify the Broker thereof via the Client Portal. Information on termination of the Client's representative's authority shall be deemed received by the Broker, and the Broker shall be considered informed from the next business/trading day following receipt of the information specified in this clause, of which the Broker shall make a corresponding entry in the Client Portal indicating the date. A corresponding change shall also be made to the list of the Client's representatives.

3.4.18. The Client shall familiarize itself with the risk disclosure related to execution of transactions in certain instruments before submitting to the Broker an order to execute a transaction in such instrument. The Client shall also familiarize itself with the issuer's past and future corporate actions (notifications on possible reorganization/liquidation of the issuer, decisions on payments and income amounts, issuance, conversion, acquisition, redemption of securities and other decisions) that may affect the Client's decision to execute a transaction in such instrument.

The Client shall familiarize itself with the relevant risk disclosure prior to submitting each order for a transaction/operation to the Broker, in accordance with the Agreement.

3.4.19. The Client shall verify and cross-check the accuracy of any information available to it (including information known only to the Client and/or provided by the Broker) against the information contained in any SMS notifications provided by the Broker to the Client.

3.4.20. The Client shall regularly visit the Broker's Website to review the Broker's notifications, as well as amendments and additions to the Agreement and its appendices, and shall fully bear all risks associated with failure to comply with or improper performance of this obligation.

3.4.21. The Client shall regularly update the data specified in the questionnaire, immediately notify the Broker of any changes to the questionnaire data, and promptly respond to requests received from the Broker regarding updating of the questionnaire data.

3.4.22. The Client shall bear other obligations provided for by this Agreement and its appendices.

Article 4. PAYMENT PROCEDURE

4.1. For provision of the services stipulated by the Agreement, the Client shall pay a commission to the Broker.

4.2. The Client shall reimburse all expenses incurred by the Broker in connection with performance of this Agreement, as well as expenses incurred by the Broker as a result of satisfying claims of third parties acting in relation to the Broker in connection with provision of the services stipulated by this Agreement to the Client.

In the event that the Broker opens and maintains separate settlement codes in accordance with the rules of clearing houses, and maintains separate records of the Client's funds on the stock, futures or foreign exchange markets, the Client shall reimburse the Broker for all expenses incurred in this regard that have been paid by the Broker to the clearing house.

4.3. The amount of the Broker's remuneration, the calculation procedure, the procedure and terms of payment of remuneration shall be determined by the Broker's Tariffs. Amendments and additions to the applicable Tariffs shall be introduced by the Broker unilaterally, of which the Client shall be notified in the manner established by the Agreement.

4.4. In the event that the Broker concludes a transaction on terms more favorable than those specified in the Client's order, the additional benefit shall not be distributed equally between the Client and the Broker, but shall constitute the Client's benefit.

4.5. Payment of the Broker's remuneration shall be made both in Georgian Lari and in foreign currency, in accordance with the payment procedure.

4.6. The Client shall independently pay all taxes and fees, except in cases where, in accordance with the legislation of Georgia, the Broker is obliged to perform the functions of a tax agent in relation to the Client.

4.7. Unless otherwise provided by this Agreement, trading or clearing rules, specifications of contracts on derivatives, or the terms of a transaction executed in the Client's interests, all settlements for transactions executed to fulfill the Client's instructions, the obligations of which are expressed in foreign currency, shall be carried out in United States Dollars at the exchange rate determined by the National Bank of Georgia for the transaction date.

Article 5. LIABILITY OF THE PARTIES

5.1. In the event of failure or improper performance by either Party of the obligations stipulated by this Agreement, the guilty Party shall compensate the other Party for damages caused by such failure or improper performance. In all cases of compensation of damages to the Client, the Broker shall compensate such damages only in the amount of actual damage; damages in the form of lost profit shall not be compensated to the Client.

5.2. In the event of failure or improper performance by the Client of obligations stipulated by this Agreement, the Broker has the right to fully or partially suspend provision of the services stipulated by the Agreement until the Client fully performs its obligations.

5.3. The Broker shall be liable for compensation of actual damage caused to the Client as a result of any actions (inaction) of its employees that led to failure or improper performance of obligations stipulated by this Agreement and its appendices, except for cases provided for by the Agreement. Losses of the Client that may arise as a result of actions (inaction) of other persons, as well as of the Client itself, shall be borne by the Client.

5.4. The Client shall be fully liable for any damage and/or losses caused to the Broker due to the Client's fault, including any damage caused as a result of failure (or delayed provision) by the Client to notify the Broker of changes in the Client's data and/or documents stipulated by this Agreement and its appendices, as well as losses incurred by the Broker as a result of alteration of information contained in documents submitted by the Client.

5.5. The Client shall be fully responsible for all actions performed when using software, including but not limited to actions performed in the Client Portal, trading platform, and on the Broker's Website.

5.6. The Client shall be fully liable for any damage and/or losses caused to the Broker resulting from disclosure and/or reproduction and/or distribution or unauthorized use of information received by the Client from the Broker in accordance with this Agreement.

In the event the Client uses exchange information in violation of the terms of this Agreement, the Broker has the right, at its discretion, to apply one of the following liability measures to the Client:

- written warning regarding violation related to the use of exchange information;
- suspension of provision of exchange information to the Client until violations committed by the Client related to the use of exchange information are eliminated;
- termination of provision of exchange information to the Client.

5.7. The Broker shall be liable to the Client for failure to provide information and documents, the provision of which is stipulated by this Agreement.

5.8. The Broker shall not be liable to the Client for damage caused by the Broker's actions or inaction if the Broker reasonably relied on the Client's instructions contained in the Client's notification (instruction) and reasonably considered such notification (instruction) to originate from the Client, as well as for information that has lost relevance due to untimely notification by the Client to the Broker, or is intentionally false, or due to failure or untimely provision by the Client of information and/or data and/or documents necessary for the Broker to perform its obligations under this Agreement.

5.9. The Broker shall not be liable for the results of investment decisions made by the Client based on analytical materials and informational notifications (including trading ideas) received by the Client from the Broker.

5.10. The Broker shall not be liable for failure or improper performance of obligations stipulated by this Agreement, including any losses caused to the Client by such actions, if such failure or improper performance is caused by failure or improper performance by third parties of their obligations to the Broker. Such third parties may include infrastructure organizations (trading organizers, depositories, clearing houses, registrars), credit institutions, transaction counterparties, and other persons with whom the Broker enters into legal relations for the purpose of performing obligations stipulated by this Agreement.

5.11. The Broker shall not be liable in cases where a clearing house takes measures to resolve an emergency situation in accordance with clearing rules, as well as for losses caused to the Client as a result of fulfillment of obligations.

Due to the specifics of regulation of the securities market in a particular state, or the specifics of settlement of certain types of foreign securities and financial instruments, or decisions of state (regulatory) authorities, or established business practices, situations may arise where infrastructure organizations, including trading organizers, clearing houses (or their analogues), settlement organizations (depositories, brokers, custodians or their analogues), are unable to properly perform their functions necessary for execution of the Client's order (settlement of transactions executed by the Broker on a foreign trading platform at the Client's instruction, non-payment of funds, inability to deliver securities) and for proper performance of all obligations stipulated by this Agreement.

In such cases, the Broker shall not be liable for the occurrence of the Client's losses and such consequences, if they arose without fault of the Broker, which reasonably relied on the Client's order when concluding the transaction.

5.12. The Broker shall not be liable for failure or improper performance of obligations stipulated by this Agreement, as well as for losses caused to the Client, if such failure/improper performance and/or losses are related to sanction restrictions, in cases where funds transferred by the Client to the Broker in foreign currency for execution of transactions in securities and/or contracts on derivatives in accordance with this Agreement, as well as foreign currency received by the Broker within the framework of such transactions and/or agreements, are placed in brokerage account(s) opened in foreign currency with a prime broker and/or clearing bank(s) by the prime broker, and there exists a risk of impossibility of executing foreign currency transactions or violation of their terms, including the risk of returning foreign currency to the Client, due to the occurrence of sanction restrictions.

5.13. Failure by the Broker to fulfill the Client's request to return foreign currency from brokerage account(s) shall not entail the Broker's liability if such impossibility or delay is caused by sanction-related restrictions. In the event that an organization with which the Broker and/or the prime broker has opened brokerage accounts, including on its own initiative, performs transactions with the Client's foreign currency funds, including conversion of foreign currency funds into another currency due to the occurrence of sanction-related restrictions, the Client shall have no claims against the Broker in relation to such transactions, including with respect to the conversion rate; it shall be deemed that the Client has agreed to such transaction and its terms, and the Broker shall not be liable to the Client for the actions of such organization.

5.14. The Broker shall also not be liable for breach and/or failure to perform obligations if this is caused by circumstances that complicate/make it impossible for the Broker to perform its obligations, complicate/make it impossible to perform the relevant transaction concluded as a result of performance of the Broker's obligations, or may contain additional risks for the Client in the event the Broker performs such obligations. The Broker shall not be liable for breach of obligations upon occurrence of the above circumstances if, in the Broker's assessment, performance thereof may result in the Broker becoming a sanctioned person.

5.15. The Broker shall not be liable for failure to perform obligations stipulated by this Agreement if such failure is caused by failure of foreign trading organizers (foreign exchanges) to perform their obligations.

5.16. The Broker shall not be liable if a transaction order timely submitted to a trading organizer on behalf of the Client is not satisfied due to prevailing market conditions.

5.17. In all cases, the Broker shall not be liable for non-performance/improper performance of obligations provided for by the Agreement, as well as for losses incurred by the Client as a result of force majeure circumstances defined by this Agreement.

5.18. The Broker shall not be liable for non-performance and/or improper performance of the Client's order if such was caused by malfunction of computer networks, power grids or telecommunications systems directly used to receive or execute orders or to ensure other procedures for concluding transactions, as well as by unlawful actions of third parties, including organizations performing trading, settlement and clearing procedures.

5.19. For violation of payment deadlines provided for by this Agreement and its appendices, the Broker has the right to demand payment of a penalty from the Client for each day of delay, calculated as follows: the refinancing interest rate established by the National Bank of Georgia accrued on the amount payable, divided by 365.

5.20. For violation of deadlines for returning funds to the Client due to the Broker's fault, the Broker shall pay a penalty calculated as follows: the refinancing interest rate established by the National Bank of Georgia accrued on the amount subject to return as of the date of penalty calculation, divided by 365. Interest shall be calculated for each overdue day starting from the third business day following submission of the Client's notification.

5.21. Failure to meet deadlines for returning funds to the Client in foreign currency shall not entail the Broker's liability if such delay is caused by decisions of foreign governmental authorities and administrations, international, interstate, foreign organizations or associations (unions), including the application of restrictive measures, including but not limited to economic, financial, trade sanctions and other restrictions applied to the Client, the Broker, the bank and other related persons or persons belonging to the same group, infrastructure organizations, the issuer or persons responsible for securities.

5.22. Under no circumstances shall the Broker be liable for any losses incurred by the Client without the Broker's fault arising from the use or inability to use information on securities quotations provided to the Client by the Broker in accordance with this Agreement, where such inability to use is caused, including but not limited to: (a) errors, (b) delays, (c) technical failures in information delivery, (d) negligence, (e) inaction, (f) force majeure.

5.23. The Broker shall not be liable to the Client for losses and/or damages, directly or indirectly, including loss of profit, arising from failure to provide or delay in providing information on securities quotations.

5.24. The Broker shall not be liable for partial or complete non-performance or improper performance of obligations provided for by this Agreement, as well as for any damage (including loss of profit, interruption of business activity, loss of information, and all other types of losses), if such partial or complete non-performance or improper performance was caused by defects or malfunctions of equipment and/or software, and/or malfunctions of communication systems, power supply, air conditioning and other technical systems, and if such circumstances directly affected performance of this Agreement.

5.25. The Broker shall not be liable for any losses of the Client related to actions/inaction of the issuer of securities or a person responsible for securities, or a registrar.

5.26. In the event the Client violates applicable legislation of Georgia, trading rules, and submits an order for concluding non-standard transactions (in accordance with the criteria for non-standard transactions established by regulatory acts of the National Bank of Georgia), the Client shall reimburse the Broker for all expenses and/or commissions and penalties incurred/paid by the Broker in connection with execution of such order.

5.27. The Client shall bear full responsibility for violations of the legislation applicable in the country governing the foreign trading platform, rules and regulations established by the authority regulating procedures for concluding and executing transactions on the relevant foreign trading platform, as well as other rules, regulations and customs of business turnover mandatory for execution of transactions concluded on such foreign trading platform.

The Client shall fully compensate the Broker for any losses and/or damages incurred by the Broker due to the Client's failure to comply with or improper compliance with the rules, regulations, business practices or legislation specified in this clause.

5.28. The Broker shall not be liable for failure to deliver informational notifications (including trading ideas) sent to the Client. The Client hereby acknowledges absence of claims against the Broker in cases where delivery of notifications sent by the Broker to the Client is impossible due to technical reasons.

5.29. The Broker shall not be liable for the accuracy, precision, reliability, truthfulness or content of informational notifications received by the Client from third parties and forwarded to the Client by the Broker. The Broker does not verify or correct such information. The information provided also does not constitute a recommendation to conclude any transaction.

5.30. If a transaction concluded upon the Client's order submitted in violation of the terms of this Agreement, as well as other regulatory legal acts, laws and rules, is declared invalid by a court or the consequences of an invalid transaction apply to such transaction, the Client undertakes to reimburse the Broker for all expenses/losses incurred by the Broker in connection with return of disputed securities and/or funds.

5.31. In the event of non-performance or improper performance by the Broker of the Client's order not caused by the Broker's fault, the Broker shall not be liable for losses incurred by the Client as a result of such non-performance. The Client undertakes to compensate the Broker for all losses incurred by the Broker as a result of non-performance (improper performance) of an offer/placement application due to the Client's fault.

5.32. The Broker shall not be liable for non-performance or improper performance of stop orders submitted by the Client, as well as for losses incurred by the Client as a result thereof, if such non-performance/improper performance occurred due to market conditions (market situation) or other reasons beyond the Broker's control.

5.33. The Broker shall not be liable for the reliability of information specified in reports provided to the Client regarding the status of transactions and operations in securities, incoming and outgoing balances, if information and documents required by the Regulation were not provided to the Broker by the Client or were provided late.

Article 6. DISPUTE RESOLUTION PROCEDURE

6.1. The Parties shall attempt to resolve all disputes and disagreements arising between them through negotiations.

6.2. If a dispute arising between the Parties cannot be resolved through negotiations, such dispute shall be resolved in the general courts of Georgia.

Article 7. CONFIDENTIALITY

7.1. The Broker undertakes to limit the circle of employees authorized to access information about the Client to the extent necessary to perform the obligations provided for by this Agreement.

7.2. The Broker ensures confidentiality of information and undertakes not to disclose to third parties information about accounts, trading and non-trading transactions, details and Clients, which became known to the Broker in connection with the performance of rights and obligations provided for by this Agreement.

7.3. Confidential information about the Client may be provided to the following persons:

- directly to the Client;
- to persons authorized by the Client;

- to the National Bank of Georgia, within the scope of its authority, during inspection of the Broker's activities, and in the case of transactions carried out on foreign trading platforms — also to regulators within the scope of their authority;
- to other state authorities and their officials in cases and within the scope provided for by the legislation of Georgia;
- to persons who have obtained access to information related to individuals (personal data) and its processing — to the Client/Client's representative, on the basis of consent of the Client/Client's representative to such processing;
- to counterparties to transactions related to Clients — legal entities;
- to trading organizers, clearing houses, depositories, issuers, prime brokers, as well as other authorities, organizations or their officials, in cases provided for by the legislation of Georgia, applicable foreign legislation, trading or clearing rules, this Agreement and its appendices.

7.4. Disclosure by the Broker to third parties of confidential information related to performance of obligations provided for by this Agreement, where such performance is carried out in accordance with their regulations and this Agreement, in particular disclosure of information to securities market trading organizers, depositories, clearing and settlement organizations, as well as prime brokers, shall not constitute a breach of confidentiality obligations.

7.5. The Client undertakes not to disclose to third parties, without the Broker's written consent, any information that became known to the Client during the term of this Agreement.

7.6. Obligations to maintain confidentiality shall remain in force for **5 (five) years** after termination of this Agreement between the Parties.

7.7. In the event that one of the Parties discloses confidential information to persons not provided for by this Agreement, as well as in cases not provided for by the legislation of Georgia, the Party whose rights have been violated shall have the right to claim compensation from the other Party for damages incurred, in accordance with the procedure established by the legislation of Georgia.

Article 8. FORCE MAJEURE CIRCUMSTANCES

8.1. The Parties shall be released from liability for compensation of damages arising from non-performance or improper performance of obligations provided for by this Agreement if such non-performance/improper performance was the result of force majeure circumstances arising after conclusion of this Agreement and beyond the control of the Parties.

8.2. The Party affected by force majeure circumstances shall, within **3 (three) business days**, notify the other Party of such circumstances and their possible consequences in any form provided for by regulations and shall take all possible measures to minimize negative consequences caused by such circumstances.

8.3. The Party affected by force majeure circumstances shall immediately notify the other Party of termination of such circumstances and shall fully resume performance of obligations provided for by the Agreement.

8.4. Force majeure circumstances may include military actions, mass disturbances, natural disasters (extreme weather conditions), fires, epidemics and strikes, as well as decisions of state authorities of Georgia, foreign state authorities and administrations, international, interstate, foreign organizations or associations (unions), including restrictive measures, including but not limited to sanctions and other restrictions that worsen the conditions for performance of this Agreement by the Parties or make full or partial performance of this Agreement impossible, including non-execution of orders, impossibility to conclude transactions, suspension/termination of performance of obligations under transactions by counterparties, and inability of infrastructure organizations to perform trading, clearing and depository operations.

Article 9. PROCEDURE FOR AMENDING THE AGREEMENT AND ITS APPENDICES

9.1. Amendments and/or additions to the Agreement and any of its appendices shall be introduced by the Broker unilaterally.

9.2. Amendments and additions introduced by the Broker to the Agreement and its appendices shall be approved by an order of the Broker's sole executive body.

9.3. Amendments and additions introduced by the Broker to the Agreement and its appendices shall enter into force as follows:

- amendments and additions to regulatory legal acts, as well as to trading rules or clearing rules, if such amendments worsen the Client's position or contain new restrictions and prohibitions related to carrying out professional activities on the securities market, shall enter into force in accordance with the procedure established by the relevant regulatory legal acts and/or trading rules and/or clearing rules, regardless of whether such amendments are reflected in the Agreement or its appendices;
- amendments and additions to regulatory legal acts, as well as to trading rules or clearing rules, which must be reflected in the Agreement and its appendices, if such amendments contain additional rights, cancel or improve previously established restrictions and prohibitions, shall enter into force upon their approval by the Broker;
- amendments and additions to the Agreement and its appendices introduced by the Broker on its own initiative and not related to amendments to regulatory legal acts of Georgia, trading rules or clearing rules, shall enter into force upon their approval by the Broker.

9.4. The Client shall be notified of amendments and/or additions to the Agreement and/or its appendices via the Broker's website no later than **2 (two) business days** prior to the entry into force of such amendments.

9.5. Publication of amendments and/or additions to the Agreement and/or its appendices on the Broker's website shall constitute proper fulfillment by the Broker of its obligation to notify Clients.

9.6. Any amendment or addition to the Agreement, upon entry into force in accordance with the procedures set forth in this Article, shall apply equally to all Clients, including those who concluded the Agreement prior to the effective date of such amendments. In the event of disagreement with amendments or additions introduced by the Broker to the Agreement and/or its appendices, the Client shall have the right to terminate the Agreement in accordance with the procedure provided for by this Agreement.

9.7. If, after the entry into force of amendments and/or additions to the Agreement or its appendices, the Client continues to exercise the rights and obligations provided for by such Agreement, in particular performs actions provided for by the Agreement or its appendices, for example submits an order to conclude a transaction or an application for transfer/withdrawal of funds or other actions, it shall be deemed that the Client agrees to the amendments and/or additions to the Agreement and its appendices in their new version.

9.8. In the event of a change in notification forms, the Broker shall have the right, within **3 (three) months** from the introduction of the new forms, to accept notifications submitted in accordance with the old forms as well.

9.9. The procedure for interaction between the Parties established by this Agreement and/or its appendices may be changed by an additional agreement between the Parties.

9.10. The Client shall not have the right to assign or otherwise transfer its rights and obligations under this Agreement to third parties.

9.11. The Broker shall have the right to assign the rights provided for by this Agreement and/or transfer the obligations belonging to the Broker, as well as to transfer documents and information related to such rights, to a third party, including a person who does not hold a license of a professional participant in the securities market. Assignment of rights under this Agreement to a third party that does not hold a license of a securities market participant shall be permitted in cases that do not contradict the legislation of Georgia. The Client is informed and agrees that assignment of the above-mentioned rights does not require the Client's additional written consent. This Agreement constitutes the Client's full and sufficient consent to such assignment of rights.

Article 10. PROCEDURE FOR TERMINATION OF THE AGREEMENT

10.1. The Client and the Broker shall have the right to terminate the Agreement unilaterally at any time without stating reasons. The Agreement may also be terminated by mutual agreement of the Parties.

10.2. Termination of the Agreement by the Client shall be effected by sending a notice of termination to the Broker **30 (thirty) calendar days** prior to termination of the Agreement, in the form established by the Broker. The Client may send the notice of termination as follows:

- by completing the relevant form in the Personal Account; or
- by sending by e-mail a scanned notice of termination of the Agreement signed by the Client.

The e-mail address for sending notices of termination is: **clients@rioni-capital.ge** or another e-mail address specified by the Broker.

If the notice of termination contains errors, the Broker shall have the right to request clarifications from the Client in the same manner in which the notice of termination was received. In this case, the above-mentioned 30-day period shall commence from the moment the Broker receives such clarifications. The Broker shall have the right to claim compensation for damages caused by termination of the Agreement by the Client, except in cases established by the legislation of Georgia.

10.3. Termination of the Agreement by the Client shall result in:

- termination of the rights and obligations provided for by the Agreement (termination of the Agreement) no later than **15 (fifteen) business days** from the date of final withdrawal/transfer of the Client's assets from brokerage accounts;
- final settlement with the Broker in respect of previously executed orders and repayment of any indebtedness to the Broker, but not earlier than the **31st (thirty-first) calendar day** from the date the Broker receives the notice of termination.

No later than the next business day following the termination date of the Agreement, the Broker shall send to the Client, to the e-mail address specified in the Questionnaire, a notice of termination of the Agreement indicating the exact date of termination.

10.4. The Broker shall terminate the Agreement by sending a notice of termination to the Client 30 (thirty) calendar days prior to termination of the Agreement, unless otherwise provided by the Agreement.

10.5. In the case of execution of operations provided for in clause 3.4.11 of the Agreement and at the same time absence of assets and indebtedness on the Client's accounts to the Broker, the Broker shall have the right to terminate the Agreement by sending a notice to the Client no later than 2 (two) calendar days prior to the termination date. The notice may be sent by the Broker:

- in writing, by insured mail, to the postal address specified in the Client's Questionnaire; or
- by sending to the e-mail address specified in the Client's Questionnaire.

10.6. Termination of the Agreement shall not release the Client from the obligation to pay the Broker remuneration for services rendered to the Client by the Broker prior to termination of the Agreement, or to reimburse the Broker for expenses incurred.

10.7. No later than the next business day from the date the Broker receives the Client's notice or sends a notice to the Client, the Broker shall have the right to stop accepting transaction orders from the Client and/or suspend provision of all (individual) services. In the event of the Client's indebtedness to the Broker, the latter shall have the right to accept only such transaction orders that are aimed at repayment of such debt, provided that the maturity of obligations under such transactions does not exceed the remaining term of validity of the Agreement.

10.8. No later than 15 (fifteen) business days prior to termination of the Agreement, the Client shall perform all necessary actions for withdrawal/transfer of assets from brokerage accounts, including provision of current bank account details and submission of individual orders and instructions. The Client shall also repay all obligations and indebtedness to the Broker and provide all necessary documents which the Client was obliged to provide but failed to do so.

10.9. After completion of mutual settlements, the Broker shall close all Client accounts with third-party depositories and clearing houses opened in accordance with this Agreement. If there are securities on the Client's account opened with the Broker in accordance with the Agreement, the Broker shall not have the right to terminate this Agreement.

10.10. The Broker shall have the right to revoke a previously sent notice of termination of the Agreement. The date of revocation shall be deemed the date on which the relevant revocation notice is sent to the e-mail address specified in the Client's Questionnaire.

Prior to the termination date of the Agreement, if bank account details are available, the Broker shall have the right, independently and without a special order from the Client, to return the remaining part of the assets to the Client or transfer such remaining part to the Client's bank account without the Client's request.

The Parties hereby agree that within the relations governed by this Agreement a conditional order shall apply, pursuant to which, if the Client fails to perform or improperly performs the obligation to withdraw/transfer funds provided for by this Article, the Client thereby instructs (submits an application to) the Broker to transfer the entire free balance of funds registered on all accounts under the Agreement to any bank details of the Client known to the Broker. The Client instructs the Broker to execute this conditional order no later than the date of termination of the Agreement. This order shall remain in force for the entire term of validity of the Agreement.

10.11. In accordance with the Client's application for transfer (withdrawal) of funds, the Broker shall have the right to withhold from the amount payable to the Client the amounts of remuneration and expenses payable to the Broker, and in case of insufficiency thereof, apply the relevant procedures provided for by the Agreement or its appendices.

Article 11. FINAL PROVISIONS

11.1. This Agreement is concluded for an indefinite period.

11.2. Appendix No. 1: Client Service Regulations of LLC "Rioni Capital".

11.3. Appendix No. 2: Client Questionnaire.

11.4. Appendix No. 3: Application for Accession to the Agreement.

11.5. Appendix No. 4: Tariffs for Retail Clients.

Article 12. BROKER

12.1. Broker's Details

Registered address:
1st Lane of Goderdzi Chokheli, No. 12

ID: **405664017**

Brokerage activity license of the National Bank of Georgia No. _______

Tel.: any telephone number included in the list of telephone numbers of LLC "Rioni Capital" intended for communication with Clients (Depositors) within the framework of the brokerage services agreement, the individual investment account maintenance agreement, the custodial agreement, the foreign authorized holder custodial account agreement, and published on the Broker's website.