TERMS AND CONDITIONS
for Participation in the Securities Lending Programme of Rioni Capital Brokerage Company

1. General Provisions

1.1. This Appendix regulates the Client's participation in the securities lending programme (hereinafter, the "Programme") of Rioni Capital LLC (hereinafter, the "Broker").

1.2. The Programme allows the Broker to lend the Client's securities to third parties in the over-the-counter (OTC) market in accordance with ISLA market practice, the applicable legislation of Georgia and the Broker's internal risk management policy.

1.3. Participation in the Programme is voluntary and is carried out on the basis of the Client's Opt-In consent in the Personal Account.

2. Client Consent and Format of Instruction

2.1. The Client grants the Broker blanket authorisation to lend the Client's securities in accordance with this Appendix.

2.2. The Broker is not required to obtain a separate Instruction for each lending transaction; transactions are executed automatically where there is market demand.

2.3. The lending of securities shall be carried out only to the extent of the free balance of securities not subject to settlement or blocking.

3. Main Terms of Lending Transactions

3.1. Transactions are concluded in the Client's interest on terms consistent with:
- standard ISLA agreements;
- international market practice;
- the Broker's internal policy.

3.2. The Client's remuneration is determined on the basis of the base rate for the relevant security published by the Broker.

3.3. The Borrower provides collateral established by the Broker's internal policy.

3.4. For the period of the loan, the Client may lose voting rights, participation in buy-back, corporate actions, and receipt of assets in kind; compensation shall be paid by the Borrower if this is provided for by the standard agreement.

4. Limitations and Risks

4.1. The Broker permits lending transactions only where there is infrastructural capability and liquid demand.

4.2. The Client's participation in the Programme does not guarantee the conclusion of lending transactions.

4.3. The Client must review the risks of the Programme in the Risk Declaration, which is an appendix to the Regulations.

5. Termination of Participation

5.1. The Client is entitled to withdraw from participation in the Programme in the Personal Account.

5.2. Termination of participation becomes effective after the return of all securities previously lent.

5.3. The Broker is entitled to exclude the Client from the Programme for the purposes of risk management, compliance with AML/CTF requirements or in the absence of infrastructural capability.