Appendix No. **13**
to the Client Service Regulations

Brokerage Company "Rioni Capital"

AGREEMENT

on the Use of Electronic Document Flow and Electronic Signatures

TBILISI
2025

This Agreement on Electronic Document Exchange and the Use of Electronic Signatures (hereinafter – the Agreement) constitutes an appendix to and an integral part of the Client Service Regulations and the Brokerage Services Regulations of the brokerage company "Rioni Capital" (hereinafter – the Broker). The Agreement shall be deemed concluded in accordance with Article 69, paragraph 3 of the Civil Code of Georgia from the moment the Client concludes the brokerage services agreement with the Broker. This Agreement is mandatory for the Parties from the moment of conclusion of the brokerage services agreement.

Article 1. Definitions of Terms

1.1. Basic terms and definitions

The terms used in the text of this Agreement shall have the following meanings:

Authentication — a process whereby the Broker, by means of electronic systems, verifies that a relevant action is performed by a specific Client using authentication data assigned to such Client (login, password, OTP, SSO session data and other technical parameters).

Identification — establishment of the Client as a legal subject and linking the Client to its data, including assignment and use of the Client ID Number for registration, record-keeping, KYC/AML procedures and audit purposes.

Client Internal Identifier (Client ID Number) — a unique identifier assigned to the Client by the Broker at the time of initial registration, which:

- remains unchanged throughout the entire period of the Client's existence;
- is used in the processes of Client identification and authentication;
- is used to ensure electronic document flow, logging, audit and transaction traceability;
- does not constitute a secret authorization credential and is not used independently as an electronic signature key.

Electronic Signature — a set of electronic data attached to or logically associated with an electronic document and used to confirm the Client's expression of will and consent to the content of the document, in accordance with the Law of Georgia **"On Electronic Documents and Electronic Trust Services"**.

Qualified Electronic Signature — an electronic signature whose use is mandatory only for those Clients and only in those cases where such obligation directly follows from the legislation of Georgia. The procedure for using a qualified electronic signature is regulated by a separate agreement.

Electronic Document — a set of data created and stored in electronic form (textual, visual, audiovisual or other), used for transmission of instructions between the Client and the Broker, exercise of rights and obligations provided for by the agreement, execution of transactions and conclusion of agreements.

Electronic Document Flow — the process of exchange of electronic documents between the Client and the Broker using electronic systems.

Information Trading System (ITS) — software and technical systems used by the Broker that provide Client access to market operations, accounts, portfolios and electronic communication between the Client and the Broker (including dxFINA, CQG and other similar systems).

SSO (Single Sign-On) — a unified authorization system that ensures Client authentication and access to the Broker's electronic systems, including the use of two-factor authentication.

Login (Username) — a unique combination of characters used for Client authentication in electronic systems.

Password — a confidential combination of characters used together with the login for Client authentication in electronic systems.

OTP (One-Time Password) — a one-time code sent by the Broker to the Client's verified phone number and used to strengthen authentication and confirm legally significant actions.

Phone Number — the Client's verified mobile phone number specified in the Client questionnaire and used for receiving OTPs and other security notifications.

Compromise — any circumstance as a result of which, or upon suspicion of which, the Client's authentication data (login, password, OTP, SSO session data or other) may become accessible to third parties.

Connection Session (Session) — a period of time during which the Client is authenticated and authorized to operate within the Broker's electronic systems.

1.2. Other terms

Terms not directly defined by 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. Purpose of the Agreement and General Provisions

2.1. This Agreement establishes the rules and general principles for the use of electronic signatures in the process of electronic document flow between the Broker and the Client via electronic systems used by the Broker, including the Personal Account, Information Trading Systems (ITS), the SSO authorization system and other electronic channels.

2.2. Conclusion of the brokerage services agreement between the Broker and the Client means that the Client fully agrees with all terms of this Agreement and assumes an unconditional obligation to comply with them. The Client is obliged, prior to conclusion of the agreement, to carefully familiarize itself with the text of this Agreement.

2.3. If any provision of the Agreement is unacceptable to the Client, the Client must refrain from entering into contractual relations with the Broker.

2.4. This Agreement constitutes an integral part of the brokerage services agreement and the Client Service Regulations of **Rioni Capital** and shall be applied jointly with them.

2.5. Pursuant to this Agreement:

- each Party undertakes to accept and process electronic documents;

- each Party undertakes to sign electronic documents using electronic signatures in the manner established by this Agreement and applicable legislation.

2.6. The use of electronic signatures within the framework of any agreements concluded between the Broker and the Client shall be carried out in compliance with the requirements of the Law of Georgia **"On Electronic Documents and Electronic Trust Services"**.

2.7. Electronic signatures are used by the Client for signing electronic documents, including:
- when concluding agreements;
- when performing legally significant actions;
- when sending any documents, applications or instructions to the Broker;
- when performing actions related to brokerage services and related services, to the extent permitted by applicable legislation and the Regulations.

2.8. The Broker reserves the right to unilaterally amend and/or supplement this Agreement without prior consent of the Client, without applying to court. In such cases, amendments shall be made in the manner established by the brokerage services agreement and the Regulations.
If the Client does not agree with amendments introduced by the Broker, the Client has the right to terminate the brokerage services agreement in accordance with the procedure established by the agreement.

2.9. The current version of this Agreement is available on the Broker's official website.

2.10. The Client undertakes to regularly review the version of the Agreement published on the Broker's website, including amendments and/or supplements, and assumes all risks related to failure or improper performance of this obligation.

2.11. If, after amendments to the Agreement, the Client continues to use the Broker's electronic systems, including generation of electronic documents and use of electronic signatures, the Client shall be deemed to have automatically agreed to such amendments.

2.12. This Agreement remains in force throughout the entire period of validity of the brokerage services agreement, unless declared invalid in accordance with the procedure established by the Broker.

Article 3. Status of the Electronic Signature

3.1. By concluding this Agreement, the Broker and the Client confirm and acknowledge that:

a. An electronic signature created through the Broker's electronic systems using the Client's authentication data constitutes an expression of the Client's will and shall be deemed an electronic signature in accordance with the legislation of Georgia.
b. In accordance with the agreements concluded between the Broker and the Client and the Regulations, an electronic document generated in the Broker's electronic systems and signed by the Client with an electronic signature shall be deemed equivalent to a document signed by the Client with a handwritten signature, to the extent permitted by the legislation of Georgia.
c. An electronic document generated in the Broker's electronic systems shall be deemed duly drawn up and signed provided that it complies with the requirements of the legislation of Georgia, this Agreement, the Regulations and other agreements concluded between the Broker and the Client (if any).

- **d.** All electronic documents sent by the Client, received by the Broker through electronic systems and signed with a valid electronic signature shall be deemed genuine, authentic and originating from the Client and shall constitute a basis for the Broker to perform legally significant actions.
- **e.** All electronic documents sent by the Client, received by the Broker through electronic systems and signed with an electronic signature satisfy the requirement of concluding a transaction in written form and have the same legal force as documents of identical content executed on paper and signed by the Client with a handwritten signature.
- **f.** Operations, including transactions and other legally significant actions, performed by the Broker on the basis of electronic documents received from the Client through electronic systems and signed with an electronic signature, produce legal consequences identical to those arising from operations performed on the basis of documents executed on paper and signed by the Client with a handwritten signature and may not be challenged by either the Broker or the Client solely on the ground that the relevant actions are not confirmed by documents executed on paper.
- **g.** The Client understands that the use of an electronic signature is associated with technical and communication risks and assumes the risks related to the signing and transmission of electronic documents, for which the Broker shall not be liable, except in cases directly provided for by law.
- **h.** Electronic journals, log files, electronic databases, communication protocols, server records, electronic document archives and other technical and software records stored by the Broker and/or submitted to competent authorities in electronic form constitute admissible and sufficient evidence in pre-trial disputes, court proceedings, arbitration, before state and municipal authorities, including for confirmation of the fact of Client authentication, the date and time of sending and receiving an electronic document, the use of an electronic signature, as well as the content of the electronic document.

3.2. By concluding this Agreement and using an electronic signature, the Client confirms that:

- **a.** the Client has legal capacity in accordance with the legislation of Georgia and is authorized to use an electronic signature in the manner established by this Agreement;
- **b.** the Client has fully familiarized itself with this Agreement, understands its content, agrees with all its terms and assumes the obligation to comply with them;
- **c.** the Client ensures that third parties do not have access to its authentication means (including the phone number and access credentials to electronic systems);
- **d.** the Client is informed about the risks related to the use of an electronic signature, including during transmission of electronic documents via open or secure communication channels, understands such risks and fully assumes them.

Article 4. Procedure for Electronic Exchange of Documents Between the Parties

4.1. General rules

4.1.1. An electronic signature shall be used by the Client and the Broker exclusively for signing those electronic documents the generation, exchange and processing of which are possible within the functionality of the Broker's electronic systems.

4.1.2. In order to receive an electronic document or send it to the Broker, the Client shall act in accordance with the user instructions of the relevant electronic system (if any), this Agreement, the Regulations and on-screen instructions, and shall initiate the relevant operation and the process of signing the electronic document using functional buttons.

4.1.3. The Client is obliged to enter into the electronic system only those data that are required for performance of the relevant operation, using the on-screen fields and functional buttons.

4.1.4. Prior to signing an electronic document, the Client is obliged to familiarize itself with its content and confirm consent in full.
After using an electronic signature, the Client shall not be entitled to submit claims regarding the content of the electronic document, except in cases directly provided for by law.

4.1.5. The Client is obliged to take all reasonable and necessary measures to prevent compromise of authentication data.
In the event that the Broker receives information about possible or actual compromise of any data used by the Client to sign electronic documents, the Broker is entitled, at its own discretion, to suspend or terminate electronic document exchange via the relevant electronic systems. Resumption of electronic document exchange shall be possible only after the Client provides reliable confirmation of absence of compromise.

4.1.6. If the relevant electronic system provides such functionality, one electronic signature may be used to sign several electronic documents within one session.
In such case, the Client creates an electronic signature at the beginning of the session or during the authorization process, and all electronic documents sent to the Broker within the current session shall be deemed signed with such electronic signature, unless a different rule is established for a specific operation or electronic system.

4.2. Confirmation code (OTP)

4.2.1. The confirmation code (OTP) shall be used by the Client for signing electronic documents and performing legally significant actions in cases where the Broker’s electronic systems provide for or require an enhanced authentication method.

4.2.2. Use of OTP is mandatory, including when performing the following actions:

- withdrawal or transfer of funds;
- transfer of assets, securities or other financial instruments;
- change of the Client’s bank or contact details;
- actions affecting the Client’s financial obligations or risk profile;
- other legally significant actions determined by the Regulations or the Broker’s internal documents.

4.2.3. OTP shall be sent to the phone number specified by the Client in the questionnaire and verified by the Broker, via SMS message or another alternative secure channel implemented by the Broker.

4.2.4. An electronic document shall be deemed signed with an electronic signature from the moment the Client correctly enters the OTP into the electronic system and confirms the relevant operation.

4.2.5. If an electronic document is not confirmed using OTP in cases where such confirmation is mandatory, such document shall be deemed unsigned and the relevant operation shall not be performed.

4.3. Use of a qualified electronic signature

4.3.1. A qualified electronic signature shall be used only by those Clients and only in those cases where such obligation directly follows from the applicable legislation of Georgia.

4.3.2. A qualified electronic signature shall not be used in the Personal Account and shall not be used when performing trading operations.

4.3.3. Exchange of electronic documents using a qualified electronic signature shall be carried out via electronic mail (e-mail), as well as using Information Trading Systems and other software of the Broker, provided that the relevant systems technically support the use of a qualified electronic signature.

4.3.4. The detailed procedure, processes and scope of liability related to the use of a qualified electronic signature shall be determined by a separate agreement concluded between the Broker and the relevant Client.

4.3.5. The rules for using an electronic signature in the Broker's Information Trading Systems that do not constitute the use of a qualified electronic signature shall not apply to Clients acting using a qualified electronic signature.

Article 5. Liability of the Parties

5.1. The Broker shall not be liable for damage caused by the existence of the following circumstances on the part of the Client, including but not limited to:

- indication by the Client of an incorrect, incomplete or third party's phone number and/or e-mail address;
- access by third parties to the Client's phone number, e-mail address or other communication channels;
- voluntary or involuntary transfer by the Client of authentication data to third parties.

5.2. The Broker shall not be liable for and shall not ensure elimination of technical malfunctions if such malfunctions are caused by:

- mobile operators, internet providers or other communication service providers;
- malfunction of technical means, devices or software belonging to the Client or third parties;
- disruption of communication lines, networks or other technical infrastructure through which information exchange is carried out.

5.3. The Broker shall not be liable for temporary disruptions and errors arising in the operation of electronic systems, as well as for loss or damage of data, if such circumstances are caused by reasons beyond the Broker's control.

5.4. The Broker shall not be liable for possible damage caused to the Client in connection with the use of electronic systems, including damage that may arise as a result of execution by the Broker of electronic documents signed by the Client with an electronic signature, except in cases where such liability is directly provided for by the legislation of Georgia.

5.5. The Broker shall not be liable for failure to receive OTP or other SMS messages on the phone number specified by the Client, if such circumstance is caused by reasons independent of the Broker, including technical malfunctions of the mobile operator or network congestion.

5.6. The Broker shall not be liable for damage caused to the Client as a result of:

- loss of the Client's phone number, device or authentication data;
- granting by the Client of access to authentication data to third parties;
- presence of malicious software, viruses or other unauthorized software on the Client's device;
- actions performed by third parties using phishing, social engineering or other similar methods.

5.7. As a result of signing electronic documents with an electronic signature and sending them via the Internet, the Client fully assumes all risks related to the possibility of unauthorized access by third parties to electronic systems, except in cases where such access is caused by the Broker's gross negligence or other circumstances provided for by law.

5.8. The Client is responsible for:

- ensuring the functionality of receiving SMS messages on the phone number specified by the Client;
- activation of services of the relevant mobile operator;
- ensuring availability of the phone number when performing legally significant actions.

5.9. The Client is obliged to immediately notify the Broker of any changes in the Client's personal data specified in the questionnaire, no later than three (3) business days from the date of such change, using the communication channels determined by the Broker.

Article 6. Final Provisions

6.1. The rules for the Client's use of the Broker's electronic systems, generation of electronic documents and use of an electronic signature are governed by this Agreement, the brokerage services agreement, the Client Service Regulations and other valid agreements concluded between the Broker and the Client.

6.2. Use of an electronic signature is permitted not only for signing electronic documents, but also for signing other types of notifications, including informational and notification-type documents and communications, provided that such use complies with this Agreement and the applicable legislation.

6.3. The Client has the right to generate and sign with an electronic signature only those electronic documents the generation and signing of which are technically possible within the scope of the current functionality of the Broker's electronic systems.

The Broker reserves the right, for security, risk management or technical reasons, to temporarily or permanently restrict the generation and/or signing of all or certain types of electronic documents.

6.4. Any dispute between the Client and the Broker related to the existence, validity, performance, interpretation or termination of this Agreement shall be resolved in accordance with the procedure established by the brokerage services agreement and in compliance with the applicable legislation of Georgia.