

ANNEX 1 TO REGULATIONS FOR PROVISION OF BROKERAGE AND CUSTODY SERVICES

BROKERAGE AND CUSTODY SERVICES AGREEMENT

DATE OF THE AGREEMENT:
NUMBER OF THE AGREEMENT:

VELES INTERNATIONAL LIMITED, hereinafter referred to as the **"Company"**, a company registered under the laws of the Republic of Cyprus and duly represented by Director Mrs. Ganna Dotsa, acting on the basis and in accordance with the Articles of Association, on the one hand, and _____ hereinafter referred to as the **"Client"**, duly represented by _____, acting on the basis and in accordance with Memorandum and Articles of Association on the other hand, jointly referred to as the **"Parties"**

concluded present Brokerage and Custody Services Agreement (hereinafter referred to as this **"AGREEMENT"**) on the following:

- 1) The Company undertakes, under instructions of the Client and for a commission, to carry out brokerage and other activities, which it is duly authorized to perform, related to concluding transactions with financial instruments under the terms and in accordance with the procedures described in the Regulations for Provision of Brokerage and Custody Services (hereinafter referred to as the **"Regulations"**) permanently available on the following page of the Company's web-site: <http://veles-international.com/en/Services/Brokerage>.
- 2) Relations between the Parties, their rights and obligations are stipulated by the Regulations which constitute an integral part of this AGREEMENT.
- 3) General information about the Company:
 - State registration number: HE165706
 - Registered address: 23 John Kennedy Ave.,5th floor,1075, Nicosia, Cyprus
 - Business (Postal) address: 23 John Kennedy Ave.,5th floor,1075, Nicosia, Cyprus
 - Authorized by the: Cyprus Securities and Exchange Commission, www.cysec.gov.cy (27, Diagorou Str.,CY-1097 Nicosia, Cyprus)
 - Authorization details: CIF 075/06
 - Contact details: Phone: +357 22 87 33 27; Fax: +357 22 66 11 64; E-mail: info@veles-int.com
- 4) Under this AGREEMENT the Client acknowledges that it has familiarized itself with and accepted the Regulations, and the Client undertakes to fulfill all the terms and conditions provided for in the Regulations. In this AGREEMENT, references in brackets to the respective articles of the Regulations are provided for the Client's convenience only and do not exempt the Client from the necessity to carefully study the whole text of the Regulations to avoid i) missing other important provisions and ii) the effect of referencing errors or changes in articles numeration. Definitions to capitalized items not defined in this AGREEMENT are provided in the Regulations.
- 5) The Client undertakes to pay commissions to the Company in the amount and under the terms specified by the Regulations (Section 6, Annex 2).
- 6) The Client undertakes to reimburse the Company for all the Company's expenses related to the services provided by the Company to the Client under the terms of the Regulations (Article 4.3, Section 6, Article 10.4, Annex 2).

The Client is hereby notified that other costs and obligations, including taxes, related to transactions in connection with particular security or service may arise for the Client that are not paid or settled by the Company or imposed by it.
- 7) The Company undertakes to return the Client's funds in due time in accordance with the Regulations (Articles 1.8, 3.9, 4.4).
- 8) All information, reports, notifications, messages and other documents covered by the Regulations may be given to the Client in a Durable Medium specified in the Regulations (Definitions and Interpretations, Article 14.9).

Unless the Client specifically notifies the Company in writing on its intention to receive particular information on paper, all information will be provided to it by email (including files containing scanned originals) or using internet trading systems, where applicable, or through the Company's web-site www.veles-international.com.

The Client hereby gives its consent and entitles the Company at its own discretion to provide information to the Client using any of the means referred to above with the due notification to the Client by e-mail of any important information placed on the Company's website.
- 9) The Company undertakes to provide the Client with the reports on the performance of the Services in accordance with the Regulations (Section 5).
- 10) The Company shall take measures in order to safeguard and protect the Client's Assets as specifies by the Regulations (Articles 3.3, 3.4).
- 11) The Company has and undertakes to maintain adequate organizational arrangements in order to minimize the risk of loss or diminution of the Client's Assets or rights in respect to those Assets. Among them are: the "four eyes" principle in Asset transfers, daily reconciliations of account balances, close supervision, regular compliance and internal audit reviews.
- 12) The Client is informed and agrees that its Assets may be held on behalf of the Company by third parties, including on Omnibus accounts and accounts opened with Authorized organizations outside European Economic Area, in accordance with the Regulations (Article 3.4). The Client hereby acknowledges that he/she/it familiarized itself with and fully understood the risks of such holding of Assets described in the Regulations (Article 3.4.3).
- 13) The Client hereby gives its express consent that the Company has the right to use, in accordance with the applicable legislation and without any further notice of such use to the Client, the Client's Securities held by the Company for its own account or the account of any other client of the Company on the terms specified in the Regulations (Article 3.4.5).
- 14) The Client agrees to grant to the Company a security interest in and first lien on the Client's Assets held or hereinafter acquired by the Company for the Client's account on the terms provided for in the Regulations (Article 3.10).

- 15) The Client is hereby informed that the Company is a member of the Investors Compensation Fund. Compensation payment procedure and formalities, as well as covered services and persons, are stipulated in the Regulations (Annex 3).
- 16) By signing this AGREEMENT, the Client particularly consents to and acknowledges its acceptance of the following:
- The Company's Order Execution Policy (<http://veles-international.com/en/Services/Regulations>)
 - The Company's Conflict of Interests Policy (<http://veles-international.com/en/Services/Regulations>)
 - The Company's Risk Disclosure Statement (<http://veles-international.com/en/Services/Regulations>)
 - Criteria of clients' categorization (Annex 4 to the Regulations)
 - Execution by the Company of the Client's orders for financial instruments which may be admitted to trading on a regulated market, Multilateral Trading Facility (MTF) or Organized Trading Facility (OTF), outside of such regulated market, MTF or OTF.
 - Possibility of not making by the Company public any of the Client's limit orders in respect of the shares admitted to trading on an EEA regulated market which are not immediately executed under prevailing market conditions up to a normal market size.
 - The Company is not required to assess the appropriateness to the Client of the Securities or Services provided or offered to the Client with respect of the Securities when they meet the criteria specified in the Regulations (Article 7.7). Therefore the Client will not benefit from the corresponding protection of the relevant conduct of business rules.
- 17) By signing this AGREEMENT the Client confirms that it has carefully studied the brief description of the risks related to investments in financial instruments on both regulated financial markets and over-the-counter market including the description of the nature of financial instruments it intends to invest in and risks related to those financial instruments (<http://veles-international.com/en/Services/Regulations>). The Client also confirms that the respective information is understandable to the Client and that it is able on the basis of this information to independently assess the risks and rewards related to the purchase and sale of specific financial instruments taking into account its relevant knowledge and experience.
- 18) The Client is hereby notified that on the basis of information provided to the Company and in accordance with the Annex 4 to the Regulations, the Client will be categorized as a Retail Client or Professional Client of which the Company will notify the Client in writing. In acknowledgement of such categorization, the Client undertakes to sign and return to the Company the respective Notice of Categorization.
- Taking into account the Client's professional experience and knowledge the Company may, at the Client's request and/or at the Company's sole discretion, change the Client's categorization from retail client to professional client. The client categorized as a professional client has the right to request the categorization of a retail client. In case the Company assigns the Client to another category, the Company shall notify the Client in a durable medium of that fact and of any limitations to the level of client protection related to such change to another category.
- 19) Terms and procedure of termination of this AGREEMENT are specified in the Regulations (Article 12).
- 20) By signing this AGREEMENT, the Client acknowledges its approval and full acceptance of the Regulations and all Annexes thereto.
- 21) The Client is hereby notified and agrees that the Company may collect and process personal data on the Client, if it is a natural person, and/or on the Client's directors, authorized representatives and the ultimate beneficial owners for the purposes and in a way specified in the Privacy Notice (Appendix 2 to this AGREEMENT). The client hereby undertakes to sign, or to procure its directors, authorized representatives and the ultimate beneficial owners to sign, and return to the Company the Privacy Notice.
- 22) The Client is hereby notified and agrees that the Company may transfer the information on the Client and the Client's transactions to the state authorities and the respective financial institutions when it is needed for compliance with the laws and international treaties (including CRS and FATCA), as well as when it is necessary exclusively for provision by the Company services to the Client in accordance with its respective instructions. The Client hereby agrees and confirms that such transfer of information will not be considered breach of the confidentiality clause of the Regulations (Article 15).
- 23) The Client agrees that the Company is entitled to unilaterally vary, change and replace the form and content of the Regulations from time to time and accepts that it shall be bound by the most recent version notified to the Client prior to placing any Instruction. The Company shall notify the Client on any material change made to the Regulations not later than 10 days before the new version of the Regulations enters into force.
- 24) The Client hereby agrees and acknowledges that the Company does not provide the Client with any investment, financial or tax advice and any material the Company may provide to the Client is intended to be for information purposes only. The Client represents and warrants that it has not relied and is not relying on any statement or representation (whether oral or in writing) of the Company as a recommendation to purchase any Security or enter into any other Transaction, or as any other form of investment, financial or tax advice to the Client.
- 25) If the Client has any complaint about the Company's performance under this AGREEMENT, the Client should direct that complaint to the Directors of the Company (contact details: e-mail info@veles-int.com, tel. +357 22 87 33 27, fax +357 22 66 11 64, attn. Executive Management) who will procure the investigation of the nature of the complaint and will try to resolve it. The Client is hereby notified that the detailed Client Complaint Handling Procedure is permanently placed on the Company's web-site (<http://veles-international.com/en/Services/Regulations>) and it is the responsibility of the Client to carefully study this document.

IN WITNESS WHEREOF, the Parties have signed this AGREEMENT in two originals each having equal legal power (one original being for the Company, and another - for the Client):

The Company: VELES INTERNATIONAL LIMITED

Name: Ganna Dotsa
Position: Director

The Client:

Signature
Name:

APPENDIX 1 TO BROKERAGE AND CUSTODY SERVICES AGREEMENT

LIST OF DOCUMENTS REQUIRED FOR AN INDIVIDUAL TO OPEN AN ACCOUNT WITH VELES INTERNATIONAL LIMITED

All documents should be either in English or together with certified translation into English

1. Completed and signed original of the "Questionnaire for an Individual" (<https://veles-int.com/en/Services/Brokerage>)
2. Completed and signed original of the "Client Investment Profile – Individual" (<https://veles-int.com/en/Services/Brokerage>)
3. Signed original of the "Privacy Notice" (Appendix 2 to this AGREEMENT)
4. Completed and signed original of the "Individual tax residency self-certification form - CRS-I" (<https://veles-international.com/en/Services/Brokerage>)
5. Completed and signed original of the Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals) - W-8BEN (FATCA) (<https://veles-international.com/en/Services/Brokerage>) *{Note that the term "Beneficial Owner" here means the Client}*
6. Properly certified copy of the ID or Passport
7. Original or properly certified copy of the residence confirmation (bank statement, bills for electricity or water etc. with address and name of the Client)
8. Documentation evidencing the source of funds (financial accounts, bank statements, bank reference letters, etc.) and source of wealth (tax declarations, personal declarations and/or other documents requested by the Company at its own discretion)
9. Two signed originals of the Brokerage and Custody Services Agreement
10. Documents confirming the Client's level of education and experience in the financial markets, if any (i.e. resume (CV), education certificates, employers' references, brokers' statements) and/or other documents requested by the Company at its own discretion, including the documents evidencing the Client's ownership of assets sufficient to absorb potential losses, associated with the investment by the Client in the requested financial instruments, without detrimental effect to the Client's wellbeing.

ONLY IF ONE OF THE FOLLOWING APPLIES

11. If the Client is not a citizen of the country member of the EU – Original reference letter from its current banker
12. Documents for each authorized person (if any):
 - Original or properly certified copy of Power of Attorney confirming authorization of the authorized person
 - Signed original of the "Privacy Notice" (Appendix 2 to this AGREEMENT)
 - Properly certified copy of the ID or Passport
 - Original or properly certified copy of the residence confirmation (bank statement, bills for electricity or water etc. with address and name of the authorized person)
 - If the authorized person is not a citizen of the country member of the EU – Original reference letter from its current banker
 - Documents confirming the authorized person's level of education and experience in the financial markets, if any (education certificates, employers' references, brokers' statements and/or other documents requested by the Company at its own discretion)
13. For individuals younger 18 (eighteen) years:
 - Properly certified copy of the Client's birth certificate and the document establishing the Client's guardian (if different from parents)
 - Properly certified copy of the ID or Passport of the Client's guardian and of the person providing funds for the Client (if different from Client's guardian)
 - Signed original of the "Privacy Notice" for the Client's guardian and the person providing funds for the Client (if different from Client's guardian)
 - Original or properly certified copy of the Client guardian's residence confirmation and that of the person providing funds for the Client (if different from Client's guardian) (bank statement, bills for electricity or water etc. with address and name of the person)
 - Documents confirming the Client guardian's level of education and experience in the financial markets, if any (resume (CV), education certificates, employers' references, brokers' statements and/or other documents requested by the Company at its own discretion)
 - Documentation evidencing the source of funds (financial accounts, bank statements, bank reference letters, etc.) and source of wealth (tax declarations, personal declarations and/or other documents requested by the Company at its own discretion) of the person providing funds for the Client

APPENDIX 1 TO BROKERAGE AND CUSTODY SERVICES AGREEMENT
LIST OF DOCUMENTS REQUIRED FOR A LEGAL ENTITY TO OPEN AN ACCOUNT WITH VELES INTERNATIONAL LIMITED

All documents should be either in English or together with certified translation into English

1. Completed and signed original of the "Questionnaire for the Legal Entity" (<https://veles-int.com/en/Services/Brokerage>)
2. Completed and signed original of the "Client Investment Profile – Legal Entity" (<https://veles-international.com/en/Services/Brokerage>)
3. Completed and signed original of the "Entity tax residency self-certification form - CRS-E" (<https://veles-international.com/en/Services/Brokerage>)
4. Completed and signed original of the Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) - W-8BEN-E (FATCA) (<https://veles-international.com/en/Services/Brokerage>) {Note that the term "Beneficial Owner" here means the Client. Clients who are Passive NFFEs must complete Parts XXVI and XXX with respect to their owners}
5. Properly certified copy of the registration certificate or any other document confirming incorporation of the legal entity in accordance with legislation of its country of incorporation. If the incorporation document was issued earlier than one year prior to the current date the document confirming the validity of the registration (certificate of good standing, etc.) dated not later than six months prior to the current date shall also be provided
6. Properly certified copy of the Memorandum and Articles of Association with all the amendments and annexes as of the date of submission
7. Properly certified copy of the shareholders' register or shareholders' certificate for all shares issued
8. Signed legal entity ownership structure up to the ultimate beneficial owners (natural persons who directly or indirectly own or control 10% or higher stake in the legal entity) supported by relevant documents (shareholder certificates, excerpts from the state registries, etc.) evidencing the identity of shareholders of each legal entity in the ownership chain.
9. Properly certified copy of the certificate of registered address or any other document confirming registered address details of the legal entity
10. Properly certified copy of the certificate of Directors and Secretary or any other document confirming authorization of executives of the legal entity
11. Documents that should be submitted for all directors (D), authorized representatives (R) and ultimate beneficial owners (UBO)
 - a. Properly certified copy of the ID or Passport

D	<input type="checkbox"/>
R	<input type="checkbox"/>
UBO	<input type="checkbox"/>
 - b. Original or properly certified copy of the residence confirmation (bank statement, bills for electricity or water etc.) with address and the name of the person

D	<input type="checkbox"/>
R	<input type="checkbox"/>
UBO	<input type="checkbox"/>
 - c. If the person is not a citizen of the EU-member country – original reference letter from its current banker

D	<input type="checkbox"/>
R	<input type="checkbox"/>
UBO	<input type="checkbox"/>
 - d. Signed original of the "Privacy notice" (Appendix 2 to this AGREEMENT)

D	<input type="checkbox"/>
R	<input type="checkbox"/>
UBO	<input type="checkbox"/>
12. Documents that should be additionally submitted for all ultimate beneficial owners
 - a. Documentation evidencing the source of wealth (tax declarations, personal declarations and/or other documents requested by the Company at its own discretion)
 - b. Completed and signed original of the "Beneficial Owner Declaration" form (Annex 2 to "Questionnaire for a legal entity" (<https://veles-international.com/en/Services/Brokerage>))
 - c. Completed and signed original of the "Controlling Person tax residency self-certification form - CRS-CP" (<https://veles-int.com/en/Services/Brokerage>)
13. Documents that should be additionally submitted for the persons authorized to make investment decisions and give orders to the Company (the Originators)
 - a. Documents confirming the person's level of education and experience in the financial markets, if any (resume (CV), education certificates, employers' references, brokers' statements and/or other documents requested by the Company at its own discretion)
14. Scan copy of the Client's audited financial report for the last financial year or management financial accounts verified by Directors
15. Original or properly certified copy of the Client's business address confirmation (bank statement, bills for electricity, water etc. with address and the name of the Client) or original letter from Managing or Administrative agent of the legal entity, if the legal entity is under its management. The Address should be the same as stated in the Brokerage and Custody Services Agreement
16. Two signed originals of the Brokerage and Custody Services Agreement
17. If the legal entity is not registered in an EU-member country – Original reference letter from its current banker

APPENDIX 2 TO BROKERAGE AND CUSTODY SERVICES AGREEMENT

Privacy Notice

This Privacy Notice is provided to you in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation or GDPR) taking into account that the provision by you to the Company of your certain personal data is the condition of the Brokerage and Custody Services Agreement (the "Agreement").

1. The purpose of the processing your personal data

Personal data provided by you or on your behalf to the Company in relation to, and as required by, the Agreement, including in writing in the respective forms, or orally in face-to-face conversations or by phone, before or after the Agreement has been signed, will be predominantly used by the Company to adequately, securely and timely communicate with you, the person you represent (the "Client") or for your benefit in the process of delivering Services. Your personal information will also be used to assess the appropriateness and compatibility of Securities (Services) you may instruct the Company to buy (provide) with your needs, characteristics and objectives, as well as to evaluate your creditworthiness and to discharge the Company's statutory obligations. Additionally, your personal information will be collected and used as prescribed by the respective laws to protect public interests including prevention of money laundering, terrorist financing and market abuse. Your personal information will not be collected and processed for any commercial purpose.

2. The recipients of your personal data

As required by relevant law or court decision your personal information may be provided to the respective state authority or to the person duly appointed or registered by such authority. The Company will also share your personal data with its current internal auditor for the purposes of discharging their auditing functions. The Company may also share certain parts of your personal information with other regulated financial institutions to discharge their or the Company's legal obligations including for the purposes of compliance with tax law, prevention of financial crime, prevention of market abuse and other respective legislation.

3. The right to access, rectification of and object to personal data

You have the right to ask for and receive from the Company without undue delay and expense all the personal data relating to you which have undergone processing, as well as any available information as to the source, purpose of processing and the recipients of the data. You also have the right to ask the Company for rectification, erasure or blocking of the personal data which is inaccurate or have other shortages. You also have the right to have your incomplete personal data completed by means of providing the respective additional information to the Company.

Your right of access to personal data may be lifted in whole or in part in accordance with the provisions of the applicable laws

(a) for purposes of proper fulfilment of the Company's duties and the duties of the supervisory authorities, as these are derived from the respective laws; or

(b) to avoid obstruction of official or legal inquiries, analyses, investigations or procedures for the purposes of the respective laws and to ensure that prevention, investigation and detection of crime is not jeopardized.

4. The right to lodge a complaint with a supervisory authority

You have the right to lodge your written complaint with respect to the Company's dealing with your personal data to the Cyprus Commissioner of the Protection of Personal Data (the "Commissioner") at the address: P.O. Box 23378, 1682 Nicosia; Email: commissioner@dataprotection.gov.cy.

5. Obtaining information from third parties

The Company may also get information about you from certain other organizations. These other organizations include government departments, other local authorities and private sector regulated financial organizations or specialized information agencies. The personal information so obtained will be used for the same purposes and in the same way as specified above.

6. The period your personal data will be stored

Your personal data will be stored by us securely for the period of 5 years after the date of termination of the AGREEMENT unless longer term is established by the applicable legislation.

Hereby I acknowledge that I have read this Privacy Notice carefully and express my explicit consent with its provisions. I understand and acknowledge my right to withdraw this consent at any time by giving the Company a written notice thereof as provided for in section 14 of the Regulations, such notice being equivalent to the notice of termination of the Agreement as set forth in section 12 of the Regulations.

Name:

Signature: _____

Date: