



MACTE · INVEST

MACTE INVEST FM AB

INVESTMENT SERVICES PROVISION AGREEMENT FOR LEGAL ENTITIES

Agreement number

Date

BROKER

Name of the financial brokerage company	Macte invest FM AB (hereinafter – the Broker or FMJ)
Legal entity code	122601232
Participant's code of the Central Securities Depository of Lithuania (hereinafter – CSDL)	CSDL No 0967
License number, the authority carrying out the supervision of activity	No B 084, issued by the securities Commission of the Republic of Lithuania (liquidated). State oversight activities carried out by the Central Bank of Lithuania (address Totoriu g. 4, LT-01121, Vilnius, Lithuania, +37052680029, info@lb.lt , www.lb.lt)
Address	Gedimino Ave. 20, LT-01103 Vilnius, Lithuania
Tel. no.	+37052225555
Email	broker@macteinvest.com
Account	LT69 7044 0600 0568 1601 AB SEB Bankas 7044, BIC CBVIL T2X
Name and position of representative	Valentins Ľevčenko (Director)

CLIENT

Legal name	
Legal entity code	
Legal entity registration date	
Address	
Tel. no.	
Email	
Bank Account	
Full name and position of representative / basis of representation	

1. The Broker and the Client (hereinafter – the Parties) have entered into this Investment services provision agreement (hereinafter - the Agreement) wherein the Broker delivers services to the Client for remuneration.
2. The Terms and Conditions of the Agreement (hereinafter – Terms and Conditions) determine the rights and obligations of the Parties as well as procedure for provision of services by the Broker to the Client such as Investment, Ancillary and Additional services. The Terms and Conditions constitute an integral part of the Agreement.
3. The legislation of the Republic of Lithuania governs the rights and obligations of the Parties arising from the Agreement.
4. The Client confirms that he/she has access to the Internet and agrees that the Broker may provide non-confidential and/or not personally addressed information to the Client by publishing it on the Broker's website www.macteinvest.com
5. The Broker guarantees and ensures confidentiality of the Client's personal data and transactions and their non-disclosure to the third parties unless the legislation of the Republic of Lithuania and Terms and Conditions stipulate otherwise.
6. The Parties shall settle any disputes arising from the Agreement in line with the Terms and Conditions.
7. The Parties are entitled to terminate the Agreement in line with the Terms and Conditions.

TERMS AND CONDITIONS

8. From the entry into force of the Agreement the Parties undertake to cooperate and act in accordance with the legal requirements of the Republic of Lithuania in order to properly execute obligations established by the Agreement.
9. The Broker is obliged to:
 - 9.1. provide the Client information related to Investment Services and which comply with the confidentiality requirements;
 - 9.2. provide services honestly, fairly and professionally and act in the best interests of the Client.
10. The Broker has a right to:
 - 10.1. require the Client to execute his/her obligations as established in the Agreement and Annexes to the Agreement;
 - 10.2. require the Client to provide additional information and / or documents which are needed for the effective execution of the Broker's obligations under the Agreement and / or as required in the legislation;
 - 10.3. not perform Broker's obligations if the Client does not perform or performs inadequately his / her obligations.
11. The Client is obliged to:
 - 11.1. inform the Broker about any information changes related to name, surname, personal code, address, e-mail address, telephone number or any other contact details or legal name, legal entity code, address of the Company, head's or representative's changes in e-mail, telephone number and other contact details no later than within 14 (fourteen) calendar days from the date of the change of such information;
 - 11.2. perform other duties established in the legal acts.
12. The Client has a right to:

- 12.1. submit requests to provide specific services established in the Agreement and any other services, which comply with the legal acts, established in separate contracts/agreements;
- 12.2. require the Broker to perform other duties established in the Agreement.
- 13. The Agreement shall enter into force on the date of its signature and shall be valid for an indefinite period.
- 14. The Agreement is made in English in two original copies which have equal legal force. Each party shall have one copy of the Agreement.

CONFIRMATION OF RECEIPT OF INFORMATION AND ACCESS TO IT

- 15. The Client accepts that the Terms and Conditions, published on the website www.macteinvest.com is an integral part of the Agreement. The Client’s signature bellow shall act as an evidence of Client's understanding and acceptance of the Terms and Conditions of this Agreement.
- 16. The Client’s signature bellow shall act as an evidence of Client's agreement to the execution of the order on the terms and conditions set out in this Policy of the Execution and Aggregation of Orders and Allocation of Transactions

CLIENT:

Name, surname

Signature

Name, surname

Signature

ANNEXES TO THE AGREEMENT

The representative of the Broker together with the Client shall mark all annexes to the Agreement provided in the table below which shall be submitted to the Client along with the Agreement on the day of its signing and which shall be signed by the Client, considering the investment services intended to be provided to the Client. Client receives all Annexes in a durable medium, i.e. in paper.

Annexes to the Agreement:

- ✓ Annex 1 – Client Confirmations;
- ✓ Annex 2 – Agreement on the Submission of Orders in Unwritten Forms;
- ✓ Annex 3 – Agreement on the Acceptance of Orders Provided in an Electronic form and Subscription to Information for Personal Use;
- Annex 4 – Agreement on Derivative Financial Instruments;
- Annex 5 – Agreement on Funds Lending;
- Annex 6 – Client’s / Beneficial Owner’s Questionnaire;
- ✓ Annex 7 – Data of Persons Authorized to Submit Orders in the Name of the Client;

- Annex 8 – Agreement on Opening of an Omnibus Account of the Client’s Financial Instruments and Funds;
- Annex 9 – Agreement on the Sale and Repurchase of Financial Instruments;
- Annex 10 – Agreement concerning the access to the trade infrastructure and related services;
- Annex 11 – Financial instrument portfolio management Agreement (Commissioner);
- Annex 12 – Financial instrument portfolio management Agreement (Directing);
- Annex 13 – Information on the Macte Invest FM AB accounts;
- Annex 14 – Information on the Macte Invest FM AB ancillary and Additional Services;
- Annex 15 – Information on protection of Liabilities to Investors

INFORMATION SUBMISSION TO THE CLIENT

The representative of the Broker shall mark in the table below the choice of durable medium (in paper, on the web site or by E-mail) in which, at the choice of the Client, the relevant information and documents were sent to the Client.

Documents delivered to the Client

	Email	Website	Paper
Conditions of the Provision of Investment Services		X	
Fees, third party fees and Ex-ante costs and charges disclosure		X	
Key Information on Protection of Liabilities to Investors		X	
Personal Data Processing Policy		X	
Description of the Nature of Financial Instruments and Inherent Risks of Products		X	
Order Execution Policy		X	
Policy of Avoiding Conflicts of Interest		X	
Procedure for Clients Categorization as Professional, Non-Professional, and Eligible Counterparties		X	
Execution Venues Summary		X	
Inducement Policy		X	
Complaints Assessment Procedure		X	

The Client by signing this Agreement confirms that all documents marked in the above-mentioned table “Annexes to the Agreement” were submitted to the Client in hard-copy and documents listed in the table “Documents delivered to the Client” were submitted to the Client as marked in the table above and the Client has been familiarized with all these Annexes to the Agreement and documents, and understood their contents.

The Broker may make changes of the conditions of the Agreement and Annexes. These changes could be applied only with the approval of the Client. If the approval from the Client is not received within 14 calendar days after new version of the Agreement (or Annex(es)) has been sent, the Broker has a right to not provide specific services for the Client.

The Client also confirms that he/she has regular access to the Internet and agrees that updated versions of all the above mentioned documents irrespective in what medium they were served to the Client for the first time, would be published in the future on the Broker's website www.macteinvest.com and that such publication shall be considered as an appropriate submission of information to the Client.

CLIENT:

Name, surname

Name, surname

Signature

Signature

FOR THE BROKER:

Valentīns Ļevčenko
(Director)

Signature

Annex 1

This Annex regulates additional information

CLIENT CONFIRMATIONS

The Client understands and undertakes all potential risks, including, but not limited to the mentioned main types of risks: financial market liquidity risk, strategic risk, operational risk, legislation risk (including taxation), country risk (political and economical), market risk, credit risk. The Client is aware that possible losses can be several times higher than initial investment and their amount can be unlimited.

CONFIRMATION OF RECEIPT OF INFORMATION AND ACCESS TO IT

The Client by signing this Annex confirms that he/she has made himself/herself familiar with:

Investment services provision agreement (hereinafter - the Agreement), Terms and Conditions to the Agreement, recognizes that its Terms and Conditions are fair and not detrimental to the Client's interests, and express the will of the Client;

The Policy for the Execution and Aggregation of Orders, Allocation of Transactions, a Description of Promotion Measures, Conflict(s) of Interest Policy, a Description of Financial Instruments and Investment Risks; the Description of the Nature of Financial Instruments and Investment Risks, the Clients' categorization as non-professional clients, professional clients and eligible counterparties. These and other procedures were disclosed to the Client in media chosen by the Client referred to in a special part of the Agreement. The updated versions of the above-mentioned documents shall be published on the Broker's website www.macteinvest.com;

The list of investment, Ancillary and Additional services fees was provided to the Client through the chosen media and the updated list is published on the Broker's website <http://macteinvest.com/en/fees>.

A summary description of actions taken by the Broker in order to ensure the FI and cash security belonging to the Client, including a description of a system of insurance of deposits and liabilities to investors applied in respect of the Broker considering its activities carried out in the Republic of Lithuania and other Member States provided in the form of a summary. These procedures were provided to the Client through the chosen media and the updated versions are published on the Broker's website www.macteinvest.com.

CONSENT TO EXECUTE ORDERS OUTSIDE A REGULATED MARKET AND IN THE EVENT OF CONFLICT OF INTEREST

The Client by signing this annex agrees that:

-if necessary, the Broker in accordance with additional agreement, shall execute the orders of the Client in relation to financial instruments which are included in a list of a regulated market or multilateral trading facility outside a regulated market. This consent is considered to be the general consent of the Client, and in separate cases the Broker shall not be required to obtain additional consents to execute specific orders of the Client outside the regulated market;

-the Client does not object to the Broker to provide investment services (including, but not limited to providing recommendations, and acquiring FI while managing the Client's FI portfolio) in relation to certain FI in the event of conflicts of interest that have been disclosed to the Client when introducing to the Client the Broker's conflicts of interest policy and providing the Client with a list of FI in respect of

which the Broker may have conflicts of interest. The conflicts of interest policy and the list of FI in respect of which the Broker may have conflicts of interest shall be updated and published on the Broker's website www.macteinvest.com.

-the Client understands that only persons indicated in the Annex 7 "Data of Persons Authorized to Submit Order in the Name of the Client" shall submit orders in the Client's name to the Broker.

CONSENT TO BE COMPLIANT WITH APPLICABLE LAWS AND REGULATIONS CONCERNING MONEY LAUNDERING AND TERRORIST FINANCING

-the Client undertakes to be at all times compliant with all the applicable laws and regulations concerning money laundering and terrorist financing. The Broker is under an obligation to follow the applicable laws and regulations concerning money laundering and terrorist financing.

-in case of request from the Broker, the Client undertakes to co-operate and provide any additional information requested by the Broker in order to comply with the Broker's obligations under anti-money laundering and counter terrorist financing laws.

-in case the regulatory body or other authority makes an enquiry in respect of any of your transactions, you agree to co-operate with us and promptly supply all information requested in connection with the enquiry.

-the Broker reserves the right to terminate the Agreement with immediate effect if it reasonably believes that the Client is in breach of Anti-Money Laundering and counter terrorist financing laws or if the Client refuses to provide documents that the Broker requires in order to comply with Anti-Money laundering and counter terrorist financing laws, including Client's proof of identity and residence.

CONFIRMATIONS OF THE PROVISION OF INVESTMENT SERVICES NOT VERIFYING THE SUITABILITY OF SUCH SERVICES TO THE CLIENT

The client by signing the Agreement hereby confirms that the Broker has informed him/her about it and he/she is aware that:

(i) investment services (acceptance and execution of orders) shall be provided in respect of shares admitted to trading on a regulated market or an equivalent third country market, as well as money market instruments, bonds or other forms of securitised debt, with the exception of these bonds and other forms of securitised debt that embedded a derivative, the securities issued by collective investment undertakings and other non-complex financial instruments; and

(ii) investment services shall be provided at the initiative of the Client;

-the Client can provide information to the Broker about his/her knowledge and experience in the investment field relevant to specific investment services or financial instruments; financial situation; objectives which he/she seeks in exercising the investment services by completing and submitting to the Broker a document prepared by the Broker (a general questionnaire about the Client's investment objectives, time period, risks and the suitability of financial situation and investment services);

-Where Client does not provide such information, the Broker shall warn the Client that it is not in a position to determine whether the service or product envisaged is appropriate for them. The warning may be provided in the standardised form.

(iii) The Broker notice that it provides services according to the Agreement and Annexes. All prices for Ancillary and Additional services are approved by the Broker and the Client is informed about each Service prices in advance.

CONFIRMATION OF SAFEKEEPING OF CLIENT'S ASSETS

The Client by signing the Agreement confirms that the Broker has informed him/her about it and he/she is aware and agrees that:

-financial instruments or funds belonging to the Client (including financial instruments and/or funds submitted as the Collateral) can be safeguarded on behalf of the Broker by a third party on the grounds of trust or in an omnibus account opened for the benefit of clients together with the assets of the Broker's other clients, also with such third party client assets, as well as with the Broker's assets; and the Client shall assume all risks associated with a decrease in assets;

-there is a risk that in the event of insolvency of a credit institution or other third party where the Client's funds may be deposited, all funds could be lost, and the Client shall assume all the risks associated thereof;

-financial instruments belonging to the Client and hold by the third party in compliance with the requirements of national law applied to a third party cannot be separated from financial instruments belonging to the Broker, other clients of the Broker or a third party; taking this into account the execution may be levied against these financial instruments according to liabilities of such a third party and (or) the Broker or other client's of the Broker;

-if the law of non-Member States is applied to the accounts for keeping accounting of financial instruments or funds belonging to the Client the rights granted by financial instruments or funds to the Client may change accordingly;

-Client assets transferred to the Broker shall be safeguarded by third parties referred to in the list published on the Broker's website www.macteinvest.com. The Client declares that he/she is familiar with this list and does not have any objections to any of the following parties and their eligibility to safeguard the Client's assets and assumes all risks of loss of property or the decrease in the event of insolvency of these parties;

-credit institutions or other third parties which shall be employed for safekeeping of client's assets may use the Client's asset to offset claims relating to fees for the provided asset safekeeping services what may reduce the Client's assets;

-in cases when assets transferred to the Broker for safekeeping is held by the third parties referred to in the list published on the Broker's website www.macteinvest.com suitable for clients, such third parties may employ other persons (sub-custodians) for the custody of the Client's assets, and shall assume all risks of loss of property or the decrease in the event of insolvency of these parties/persons (sub-custodians);

-a custodian (depository) of financial instruments or a sub-custodian may have the right to secure the performance of obligations, lien and setting-off of reciprocal claims, in respect of financial instruments and funds (when financial instruments and funds belonging to the Client can be hold by the third party on behalf of the Broker or financial instruments belonging to the Client can be hold by another custodian of financial instruments in the opened omnibus account).

The Client also confirms that the funds and (or) financial instruments transferred to the Client's Broker (including funds and/or financial instruments transferred to form the Collateral) are not pledged, seized, and there is no other valid lien upon funds and/or financial instruments and/or limitations of use, management and their disposal.

CONFIRMATIONS FOR USE AND PROCESS OF CLIENT'S PERSONAL DATA

The Client hereby expresses his/her specific and unconditional consent that the Broker, if necessary, can verify/specify his/her personal data (name, surname, date of birth or personal code, marital status and the date of its change) in the Residents' Register of the Republic of Lithuania.

The Client by signing the Agreement agrees that the Broker would process his personal data for the purposes of the provision of investment services:

-in accordance with the Law on Legal Protection of Personal Data of the Republic of Lithuania and internal documents of the Broker, the Client shall provide the following personal data: name, surname, personal code, date of birth, address for correspondence, telephone number, E-mail address, marital status, education, age, spouse's name/surname, personal code, bank account number and data required for the provision of investment services;

-the Broker would disclose the processed personal data of the Client to third parties (including, but not limited to credit institutions where the funds and/or financial instruments of the Client are safeguarded, operators of regulated markets or multilateral trading facilities where the Client is trading, financial brokers which provide the Client with the access to a particular trading platform, etc.) if it is necessary for the provision of investment services;

-the Client data shall be safeguarded for 10 years (and certain data for 10 years from the expiration of the Agreement) if the law does not establish otherwise. When certain data of the Client are no longer needed and the safeguarding period of the Client's data expires, the Broker will destroy it with the exception of data which in cases provided for by legal acts shall be transferred to archives;

-the Client shall have the right having arrived to the Broker's office and presented an identity document to access his/her personal data and the procedure of processing; to request to correct or destroy his/her personal data or to stop the processing of personal data (except safekeeping) when the data is processed not in compliance with legislation; without giving any reasons to not agree that his/her personal data would be processed for direct marketing purposes; by providing the motives to not agree that his/her personal data would be processed for the legitimate interest pursued by the Broker;

-the Broker undertakes to process the Client's personal data in accordance with legislation and regulation on the safekeeping of personal data and processing, and do not disclose the Client's personal data to any third parties having not obtained the prior consent from the Client, unless the Broker is required to do so in accordance with legislation.

The Client also states that he/she agrees that the Broker in addition to the above referred documents for the purposes of the Client's solvency and financial risk assessment and debt management would also manage, process and receive data on the types and amounts of financial and (or) property obligations requested by the Client in respect of which a positive or negative decision has been taken, the types and amounts of existing financial and (or) property obligations, fulfilment terms, data on the performance of such obligations, data about former financial and (or) property obligations and their fulfilment, including Client's data in joint debtors files, as well as data on income, type of income and

their sources, data on the Client's movable and immovable property, position held (work) and other data required to assess the solvency of the Client.

CONFIRMATION FOR THE PROCESSING OF PERSONAL DATA FOR THE PURPOSES OF DIRECT MARKETING AND RECEIPT OF INFORMATION ON INVESTMENT

The Client by signing this Annex hereby confirms that he/she agrees that his/her personal data would be processed for the purposes of direct marketing.

CONFIRMATION OF THE COSTS NOT DETERMINED BY THE AGREEMENT

The Client by signing this Annex hereby confirms that the Broker has informed him/her and he/she is aware that:

-the Broker informs that it may ask the Client to pay expenses for the third parties services if only these expenses are proven by the fact that the Broker had such expenditures.

-third parties which the Broker shall employ to ensure the provision of investment services, according to the legislation applicable in the relevant jurisdiction, may have an obligation to deduct taxes applicable in the relevant jurisdiction of the Client's receivables (amounts receivable, realization of financial instruments, dividends receivable, and others) which may be higher than the corresponding fees applied in the Republic of Lithuania;

-the Broker pursuant to this Agreement does not undertake to mediate in the recovery of part taxes withheld by such third parties regardless of whether such withheld tax recovery is possible under applicable legislation; the Broker may mediate the recovery of part of taxes to the Client if the Broker and the Client separately agree on the terms of such mediation.

INFORMATION ABOUT INVESTMENT, ANCILLARY AND ADDITIONAL SERVICES

The Broker, in accordance with category B license, provides the following Investment Services:

- Reception and transmission of orders in relation to one or more financial instruments;
- Execution of orders on behalf of clients;
- Investment advice;
- Placing of financial instruments without a firm commitment basis.

Conditions of provision of Investment Services, including the price of services, shall be specified in detail in the Agreement and in Annex of the Agreement.

The Broker, in accordance with category B license, provides the following Ancillary Services:

- Safekeeping and administration (accounting reporting services, book-running, bond running) of financial instruments for the account of clients, including custodianship and related services such as cash/financial security management and excluding maintaining securities accounts at the top tier level as defined in LMFI section VI;
- Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;

Additional services of Administration of financial instruments may be:

- Accounting reporting services – the Broker may provide such services as calculating exact return of investment by performing a different analysis of valuations based on the Client's request, unless that request requires a special license and the Broker has no right to provide such
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e-mail: broker@macteinvest.com | site: macteinvest.com

services. The Broker on Agreement bases have access to extracts of the Client from another counterparty. After enter all deals automatically or manually to the Broker wealth management, check sums and amounts of trades, commissions, profit and losses, providing to client reports.

- Bond running. Running of bonds is a service when the Broker, as a member of Nasdaq account and book specific bond owners, provide requested certificates and extracts to bond owners, issuers and other interested parties. Also, the Broker receive coupons which it distributes to bond owners. Mostly the Broker duplicate such services Nasdaq services but on small issues the Client may ask for such services from the Broker itself.
- Book-running – accounting and providing to all interested parties by the law shareholders. Such service providing companies in LR as a main service for JSC companies.
- Inside of the company investing management – the Client can sign an agreement with the Broker on provision of investment management service. The agreement shall specify management strategy and money transfers to special accounts after the investment manager trades on the Client's account.
- Outside of the company investing management – same as before but on the Client account open with another counterparty. Agreement and plus authorization of the Broker invest managers and BO with another counterparty.

The Broker also provides Additional Services which do not conform with legal regulation in accordance with category B licence and services which cannot be identified as Investment or Ancillary Services.

The Broker may provide following reports on Additional Services in accordance with Annex of the Agreement:

- Juridical consulting - it may consist of any juridical information on investments, investing and other legal questions based on the Brokers activity. The Broker provides this service by using its own professional lawyer or outsourcing professional and qualified lawyers.
- Future strategy of the Broker - future plans the Broker has set to achieve in specific amount of time;
- Predictions of movement of the derivatives market - the Broker may form unofficial predictions to the Client about derivatives market; this information may be useful to the Client when making decision whether to invest in specific market;
- Other services that may be provided by the Broker in accordance with the law

Ancillary and Additional Services shall not be provided without the written confirmation.

The Client has a right and possibility to get acquainted with precise conditions of Investment, Ancillary and Additional Services on a website www.macteinvest.com.

CONFIRMATION OF WAYS OF PRESENTING INFORMATION AND THE POSSIBILITY TO USE INTERNET

The Client by signing this Agreement hereby confirms that he/she has a regular internet access and all information related to the Agreement thereof, except for the information specified in the special section of the Agreement that has been already submitted to the client in a durable medium of his/her choice, or will be submitted to him/her by publishing it on the Broker's website www.macteinvest.com and (or) in the Client Cabinet on Macte Invest Wealth Management (MIWM) and (or) by sending it by E-mail.

CONFIRMATION OF OPENING ELECTRONIC ACCOUNT ON TRADING PLATFORM

The Client by signing this Agreement hereby confirms opening an electronic account on Brokers trading platform. An account is activated after funds are transferred to it from the main brokerage account. The Client confirms that by placing orders in the electronic trading platform, he understands all the risks associated with them and understands that in some cases, during trading in financial markets, losses may exceed the size of the deposit.

In the case of transferring funds to the respective brokerage account of the electronic trading platform, funds are placed with the counterparty of Macte Invest FM AB and the client acknowledges the possible risks of the counterparty, the exchange, the trading platform and other risks associated with the execution of orders and transactions, storage of funds and assets, as well as crediting and withdrawal of funds and assets.

I agree with opening an electronic account on trading platform.

I don't agree with opening an electronic account on trading platform.

CLIENT:

Name, surname

Name, surname

Signature

Signature

FOR THE BROKER:

Valentīns Ļevčenko
(Director)

Signature

Annex 2

AGREEMENT ON THE SUBMISSION OF ORDERS IN UNWRITTEN FORM

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. This Agreement has been executed as an Annex to the Investment services provision agreement and shall establish the procedure and conditions for the submission of orders in the unwritten form provided for in the Investment services provision agreement.
- 1.2. This Agreement shall be valid for the duration of the Investment services provision agreement concluded between the Client and the Broker if this Agreement is not terminated before its expiry date.
- 1.3. The provisions of the Investment services provision agreement shall be applied mutatis mutandis to relationships between the Client and Broker in submitting the order in the unwritten form considering the peculiarities set out in this Agreement.

2. SUBMISSION OF ORDERS OVER THE TELEPHONE AND ELECTRONIC MAIL

- 2.1. The Client in accordance with the procedure set out in the Agreement shall have the right to submit orders on account of the Client to the Broker to transact in financial instruments over the phone, (or) by E-mail and (or) in the Macte Invest Wealth Management (MIWM).
- 2.2. Only in exceptional circumstances, clients may place orders via phone by calling from an authorized phone number during Broker's working hours but the Broker reserves the right to redirect the Client to other ways of placing orders (via MIWM or verified e-mail).

3. FEES

- 3.1. For placing orders over the phone, (or) by E-mail, and (or) in MIWM for their execution the Client shall pay to the Broker in accordance with the service fees of the Broker applicable on the date of the order submission.

4. CLIENT IDENTIFICATION

- 4.1. When the Client places orders via e-mail, (or) phone the Broker shall identify the Client according to the Client's name, surname and portfolio number, or Client identification code. Client's e-mail address which can be used for the submission of orders shall be provided in the Investment Services Provision Contract or additional e-mails that is indicated and verified in KYC questionnaire provided the Client places orders electronically. Client's name, surname and number of the Client's portfolio, or Client identification code must be specified in the e-mail. In case the Broker has agreed on accepting the order over the phone, it can be done only when the Client's name, surname, and number of the portfolio, or Client's identification code are identified. The Broker may request the Client to provide the Client's personal code, address, e-mail address, and other details for the additional identification.
- 4.2. The identification of Clients in case of placing orders in MIWM is provided by 2FA (Two-factor authentication) via e-mail or phone. When the Client places orders via MIWM, the Client uses his e-mail as login and password on the first step, then confirms placing order by filling in the code from e-mail or message. Client's e-mail address which can be used for authorization in the MIWM

shall be provided in the Investment Services Provision Contract or additional e-mails that is indicated and verified in KYC questionnaire.

- 4.3. The Broker shall assign the Client's portfolio number and identification code to the Client upon signature of the Agreement.
- 4.4. Portfolio number and identification code assigned to the Client shall have the same legal value as the signature(s) of the Client or its authorized person.
- 4.5. The Client is aware and agrees that all calls of the Client by placing orders over the phone and other calls relating to the submission and execution of the orders with representatives of the Broker will be recorded and such records can be used to prove the fact of placing an order and content of the order.
- 4.6. The Client undertakes to ensure that the portfolio number and the identification code of the Client shall be known only to the Client and neither the Client nor his authorized persons will transfer it to third parties. In the event of a threat that third parties may know the Client's portfolio number (or) the identification code and it has become known to third parties, the Client undertakes to immediately notify the Broker in writing and arrive to the office of the Broker and submit a written request to change the number of the Client's portfolio and (or) identification number. The Broker upon receipt of this request shall cancel the number of the Client's portfolio and (or) identification code and provide with new ones. The Client having violated obligations laid down in this Article shall be responsible for all consequences thereof.
- 4.7. In the event of a threat that third parties may know the Client's portfolio number (or) the identification code and it has become known to third parties, the Client may submit a request to the Broker to not accept orders using the number of the Client's portfolio and (or) identification code. The request may be made orally (by calling a special recording phone number of the Broker) or in writing by arriving at the Broker's office. If the Broker receives a verbal request of the Client, the Client must, at the earliest opportunity, arrive to the Broker's office and submit request in writing. If the Client wants to resume the placing of orders to the Broker over the phone, the Broker shall assign to the Client a new number of the Client's portfolio and (or) identification code.

5. RESPONSIBILITIES OF THE BROKER

- 5.1. The Broker shall not be responsible if the Client cannot place orders over the phone, (or) by E-mail and (or) on in MIWM or if information due to the failure of telecommunication networks has been lost, distorted and/or damaged in any other form.
- 5.2. The Broker shall keep information relating to client orders confidential, except in cases established by the laws of the Republic of Lithuania.
- 5.3. The Client by signing the Agreement confirms that he/she is warned and agrees that by accepting the orders over the phone, (or) by E-mail and (or) in MIWM, the Client's identification is only a formal verification and cases when third parties can submit an order on behalf of the Client without his/her awareness, which the Broker cannot refuse to execute, however, undertakes to inform the Client personally or in writing of any suspicious order submitted on his/her behalf are possible.

6. RESPONSIBILITIES OF THE CLIENT

Macte Invest FM AB | co. code: 122601232 | Gedimino Ave.20. LT-01103 Vilnius. Lithuania |tel.: +370 5 222 5555
e-mail: broker@macteinvest.com | site: macteinvest.com

- 6.1. The Client shall be fully and unconditionally responsible for all orders placed using the number of the Client's portfolio provided to the Client and (or) the identification code, and other details and shall assume all rights and obligations arising out of the transactions concluded by the Broker for the account of the Client according to such orders.
- 6.2. If the Client fails to comply with the Agreement or other terms and conditions of the agreements concluded between the Broker and the Client, the Broker shall be entitled to refuse to execute the orders of the Client placed over the phone and, (or) by E-mail and (or) in MIWM.
7. VALIDITY, TERMINATION AND AMENDMENT OF CONDITIONS AND TERMS OF THE AGREEMENT
- 7.1. The Agreement shall take effect on the date of its signature and shall be valid for an indefinite period of time.
- 7.2. The Agreement shall automatically expire upon termination of the Agreement for the Provision of the Investment Services or it may expire otherwise.
- 7.3. The Broker reserves the right to terminate the Agreement with immediate effect if it reasonably believes that the Client is in breach of Anti-Money Laundering and counter terrorist financing laws or if the Client refuses to provide documents that the Broker requires in order to comply with Anti-Money laundering and counter terrorist financing laws, including Client's proof of identity and residence.
- 7.4. Parties shall be entitled to terminate the Agreement by giving the other party 14 (fourteen) calendar day notice. In the event the Client violates the Agreement or terms and conditions of agreements concluded between the Client and the Broker, the Broker shall be entitled to terminate the Agreement by giving the Client 1 (one) calendar day notice.
- 7.5. The Broker shall have the right to unilaterally amend the terms and conditions of the Agreement by giving the Client 20 (twenty) calendar day notice in writing, or by one of the means provided in Terms and Condition of the Agreement. The Client shall have the right, within fourteen (14) calendar days of delivery of notification on the amendments, to terminate the Agreement according to the procedure laid down in Terms and Condition of the Agreement having fulfilled all his contractual obligations. If the Client does not terminate the Agreement within the term specified and/or the Client continues using the investment services provided for in the Agreement, it shall be considered that the Parties have agreed on the new amendments.

CLIENT:

Name, surname

Signature

Name, surname

Signature

Annex 3

AGREEMENT ON THE ACCEPTANCE OF ORDERS PROVIDED IN AN ELECTRONIC FORM AND SUBSCRIPTION TO INFORMATION FOR PERSONAL USE

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. This agreement has been executed as an Annex to the Investment services provision Agreement and shall establish the procedure and conditions for the submission of orders by E-mail or Macte Invest Wealth Management (MIWM) to the Broker to buy, sell and transfer the financial instruments or funds, as well as the procedure and conditions for the provision of data on prices, supply and demand of financial instruments in the Vilnius, Riga and Tallinn stock exchanges (hereinafter - Subscription information) sent to the Client by E-mail and information on the transactions concluded by the Client.
- 1.2. Nasdaq OMX Group Inc. (Licensor) or other systematic internalizer shall provide Subscription information to the Broker (Licensee) under the Information Distribution Agreement signed by Broker.

2. DATA SECURITY AND AUTHENTICATION TOOLS

- 2.1. The Client shall be provided with the following data security and authentication tools:
 - a) Login name (hereinafter – the USER);
 - b) Login password (hereinafter – PIN) intended for the purposes of the identification of the Client during his logging to a MIWM on the Broker’s website.
- 2.2. The Broker shall provide the Client with the login name (USER), password (PIN) or Client identification card upon signature of this Agreement.
- 2.3. If the Client loses PIN, he/she shall contact the Broker by the phone or arrive to the Broker’s office to receive a new PIN.

3. SUBMISSION, ACCEPTANCE AND EXECUTION OF ORDERS

- 3.1. The Client shall place orders to the Broker through the MIWM on the Broker’s website at the following address: www.macteinvest.com. The Broker hereby undertakes to notify the Client in writing or by one of the means specified in Item 9.2.6 of the Terms and Conditions of Agreement about the expected change of the website address not later than within five (5) working days.
- 3.2. Information on the selected order the Client shall enter by completing the forms submitted on MIWM.
- 3.3. All data of orders submitted by the Client shall be automatically encoded during transmission.
- 3.4. The Broker by accepting the orders of the Client electronically shall not provide advice to the Client on the order conditions and situation in the financial instruments market, i.e. it shall only perform a trade execution function.
- 3.5. The Broker using the order management software module shall verify electronic orders and having found technical or logical errors, as well as other conditions prescribed by legislation under which execution of relevant orders is impossible, shall refuse to execute them. The Client

shall be informed about this fact along with the reasons of refusal to execute the relevant order by submitting the said information on MIWM and (or) over the phone and (or) E-mail.

- 3.6. The Broker shall not be liable for incorrect orders entered by the Client if they are technically (or formally) correct.
- 3.7. If the Broker fails to identify technical or logical errors, as well as other obstacles to the execution of orders laid down in legislation, it undertakes to execute the order of the Client and having executed it shall make the appropriate entries in the personal account of financial instruments and cash accounts of the Client. All entries in the accounts of the Client shall be made according to the procedure established by the Broker and not later than within 3 (three) working days (T+3) after the transaction, excluding the date of the transaction, or no later than the next working day upon the receipt of confirmation of execution of the order from another broker.
- 3.8. The Client using the data security and authentication tools granted to him/her can obtain information on status of his/her accounts of financial instruments and cash accounts, as well as on operations in financial instruments and funds.
- 3.9. All data related to the orders of the Client shall be archived and stored. Data shall be archived in a way that if necessary, the initial information related to the orders could be restored.
- 3.10. This Agreement shall also be subject to other conditions for the submission, acceptance and execution of orders of the Client specified in this Agreement and internal documents of the Broker.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. The Client undertakes to submit orders to the Broker in MIWM in accordance with the procedure laid down in Item 2.1. of this Agreement using data security and authentication tools granted to him.
- 4.2. The Parties to this Agreement undertake to recognize all electronic orders submitted using data security and authentication tools granted to the Client as signed by the Client, i.e. an electronic order submitted according to the above procedure shall be a legal fact on the basis of which certain duties to the Agreement Parties will emerge and they will have to fulfil them.
- 4.3. The Client undertakes using data security and authentication tools granted to him follow this Agreement.
- 4.4. In the event of errors in the data transfer procedure, the Client undertakes to immediately notify the Broker by sending a message in through MIWM on the Broker's website and (or) by E-mail, and (or) phone.
- 4.5. Upon changes in the Client's data, the Client shall within five (5) working days notify the Broker of the new data by completing the data change form in MIWM or in the manner provided for in the Agreement.
- 4.6. The Broker and the Client undertakes to keep data security and authentication tools specified in Item 2.1 of this Agreement secret and undertake to notify each other immediately if such tools become or could become known to any third party.

4.7. The Broker undertakes to comply with all laws related to this object of the Agreement both which are adopted and are in force on the date of signing the Agreement and which will be adopted during the validity period of the Agreement.

4.8. In case one Party does not fulfil their obligations or fulfils it improperly, it does not allow the other Party to not fulfil theirs.

5. RESPONSIBILITIES OF THE PARTIES

5.1. Since the Broker performs only the hardware/software verification of data security and authentication tools and does not have the right to refuse to execute the orders complying with the established requirements, the Client shall assume responsibility not only for his/her orders but also for orders placed by third parties on his/her behalf which comply with the established requirements, except when the Broker itself, intentionally or negligently, transferred data security and authentication tools to third parties, which taking the advantage of this, submitted orders on behalf of the Client. If data security and authentication tools become known to third parties due to the fault of the Broker, it undertakes to compensate for losses in accordance with the procedure prescribed by the law of the Republic of Lithuania.

5.2. Since the Broker performs only the hardware/software verification of data security and authentication tools and does not have the right to refuse to execute the orders complying with the established requirements, the Client shall be provided with the trade execution service only.

5.3. The Broker shall not be liable for the inability of the Client to use electronic orders as provided for in this Agreement due to lack of computer, software or other equipment or in failure that results due to the causes beyond the control of the Broker.

5.4. Responsibilities of the Parties as defined in the Agreement and Terms and Conditions of the Agreement shall apply to this Agreement as well.

6. VALIDITY AND TERMINATION OF THIS AGREEMENT

6.1. The Agreement shall take effect as of the signature thereof and shall remain in effect for an indefinite period of time;

6.2. The Agreement shall automatically expire upon termination of the Agreement for the Provision of the Investment Services or it expires otherwise.

6.3. Each of the Parties shall have the right to terminate the Agreement by notifying the other Party by a 14 (fourteen) calendar day prior notice. In the event the Client violates this Agreement or terms and conditions of other agreements concluded between the Client and the Broker, the Broker shall have the right to terminate the Agreement by giving the Client a 1 (one) calendar day prior notice.

6.4. The Broker shall have the right to unilaterally amend the terms and conditions of the Agreement by giving the Client a 20 (twenty) calendar day prior notice in writing, or by one of the means provided in the Terms and Conditions of the Agreement. The Client shall have the right, within fourteen (14) calendar days of delivery of notification on the amendments, to terminate the Agreement according to the procedure set forth in Item 8.4. of the Terms and Conditions of the Agreement having fulfilled all contractual obligations. Where the Client does not terminate the Agreement within the term specified and/or the Client continues using the investment services

provided for in the Agreement, it shall be considered that the Parties have agreed on the new amendments.

7. FINAL PROVISIONS

- 7.1. All disputes between the Parties concerning the interpretation or execution of the Agreement shall be resolved by negotiations. In failure to resolve the dispute in this way, they shall be settled at the address of the Broker company in the procedure set forth by legislation of the Republic of Lithuania.
- 7.2. This Agreement is executed in English in two counterparts. Each party shall have one copy of the Agreement. Both counterparts shall have the same legal force.

CLIENT IDENTIFICATION DATA

Client data security and authentication tools discussed in Section 2 "Agreement on the Acceptance of Electronic Orders and Subscription to Information for Personal Use" (hereinafter - the Agreement) of Annex 3 to the Investment services provision agreements shall be provided to the Client after its account has been opened by the Broker. It usually takes 2-3 working days after the signing of the Agreement.

The Client shall be provided with login name (user) and login password (pin) or password card.

By signing below the Client hereby confirms that he/she undertakes to use authentication tools as required and do not disclose it to unauthorized parties, as provided herein.

CLIENT:

Name, surname

Name, surname

Signature

Signature

FOR THE BROKER:

Valentīns Ļevčenko
(Director)

Signature

Annex 7

DATA OF THE PERSONS AUTHORISED TO SUBMIT ORDERS IN THE NAME OF THE CLIENT

The Table below contains the data of the persons authorized to submit orders concerning financial instruments, and specimen of their signatures.

Name, Last name	Personal Code/ Date of Birth	Identity document: country of issuance; Nr. of document; Authority and expiration date	Relations with the Client/ Position	Contact details (phone nr, e-mail address)	Signature specimen

The Client shall confirm that all persons referred to earlier are authorized to exercise all rights of the Client related to the Investment services provision contract provided by the Intermediary to the Client on the basis of the Investment services provision contract, and all annexes thereto, its amendment and any additional agreements to the Contract (*including the right to submit, modify or withdraw any orders concerning any financial instruments specified in the Investment services provision contract in respect of which the Client may submit orders on the basis of this Contract*).

CLIENT:

Name, surname, position

Signature

Date

Annex 13

INFORMATION ON THE MACTE INVEST FM AB ACCOUNTS

Bank transfers are accepted to segregated multi-currency accounts of Macte Invest FM AB at AB SEB bankas, Nordea Bank AB Latvijas filiāle, Latvia, AB SWEDBANK, Lithuania etc. Client's financial instruments, funds on the accounts of Macte Invest FM AB are stored in strict compliance with laws and regulations applicable to client assets, that is kept separate from the accounts of private assets, that are opened in the name of Macte Invest FM AB. Macte Invest FM AB Client's accounts protected by law from claims by the third parties (including government institutions).

Macte Invest FM AB is maintaining separate accounting of the stored Client's financial instruments, funds separately for each Client via program "Francina", which is annually certified by the Depository of NASDAQ OMX.

Name of financial institution	AB SEB bankas, Gedimino ave. 12, LT-01103, Vilnius.
Owner of account	Macte Invest FM AB
SWIFT	CBVILT2X
IBAN	LT697044060005681601
Correspondent banks	USD: HSBC BANK USA, N.A., New York, SWIFT code: MRMDUS33 THE BANK OF NEW YORK, New York, SWIFT code: IRVTUS3N
More information on the Macte Invest FM AB accounts on the website www.macteinvest.com	

This Annex is an integral part of the Investment services provision agreement.

CLIENT:

Name, surname

Signature

Name, surname

Signature

FOR THE BROKER:

Valentīns Ļevčenko
(Director) _____
Signature

Annex 15

INFORMATION ON PROTECTION OF LIABILITIES TO INVESTORS

	Macte Invest FM AB is a participant of Liabilities to investors insurance system of the Republic of Lithuania.
Liabilities to investors with FM AB „ Macte Invest ” are insured	Following the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania (hereinafter referred to as the LIDL) liabilities to investors of Macte Invest FM AB are insured in the state company Deposit and Investment Insurance (hereinafter referred to as the Insurance company).
Amount of Insurance of Liabilities to Investors (Payout limit)	Up to EUR 22 000 ¹
Liabilities to Investors insurance compensation currency	In Euro (at euro cent accuracy - two decimals after comma and rounded according to mathematical rounding rules).
The subject matter of the insurance of liabilities to investors	The subject matter of the insurance of liabilities to investors are investor's financial instruments, irrespective of what currency they are in, or money in all currencies.
Liabilities to Investors insurance compensation term	Liabilities to investors insurance payout is paid out over 3 months from the day of liabilities to investors insured event. The council of the Insurance company in exceptional circumstances in coordination with Bank of Lithuania can decide to extend this period for no more than 3 months.
Cases when the liabilities to Investors are not subject to insurance	<p>Risk of investment i.e., possibility of a loss because investment does not generate returns or lose its` value is not the subject matter of the insurance of liabilities to investors are liabilities. Liabilities to investors insurance objects are not liabilities to the following investors:</p> <ol style="list-style-type: none"> 1. the Bank of Lithuania; 2. credit institutions; 3. financial brokerage companies; 4. financial institutions; 5. insurance and reinsurance companies acting under Law of Insurance of Republic of Lithuania; 6. pension funds; 7. collective investment entities.

<p>Cases when the liabilities to investors are subject to payout restrictions</p>	<p>Benefit of the Liabilities to Investors insurance may be deferred to the investors or other parties specified in item 6 of article 23 of the LIDL having a right of claim to benefit of the Liabilities to Investors for whose financial instruments and (or) money the guilty verdict in a criminal case on money laundering is brought, - until the final court decision.</p> <p>Insurance compensations for the liabilities to investors shall not be paid to the following as well:</p> <ol style="list-style-type: none"> 1. the Bank of Lithuania; credit institution; financial brokerage firm; financial institution; deposit of insurance and re-insurance companies acting in accordance with the Law on Insurance of the Republic of Lithuania; pension fund; and collective investment undertaking; 2. investors, for whose financial instruments and (or) money the guilty verdict in a criminal case on money laundering is brought; 3. liabilities to investors insurance system participant's heads of administration, board (supervisory board) and council members, persons holding at least 5 per cent of liabilities to investors insurance system participant's share capital, persons carrying out independent liabilities to investors insurance system participant's audit (who performed the audit no more than one year prior to the date of the liabilities to investors insured event); 4. close relatives and third parties acting on behalf of the persons mentioned in item 3 above.
<p>An explanation in which circumstances and for which claims the respective deposits and liabilities to investors insurance system are applied</p>	<p>Only to liabilities to investors insurance system security shall always apply to the claims brought in respect with the financial instruments.</p> <p>Monitory funds of the financial brokerage clients (investors) remitted to brokerage firm for purchase of financial instruments, and monitory funds of the clients (investors) acquired from the sale of the financial instruments belonging the client (investor) kept on the bank account opened on behalf of the brokerage firm are considered as the liabilities to investors and such funds shall be subject not to deposit insurance but to liability to investors insurance system security.</p>
<p>Examples, when liabilities to investors insurance system applies or does not apply</p>	<p>Investment risk is not an object of insurance. If the issuer does not redeem the debt securities or the value of the purchased financial instrument has decreased, it is not the subject of liabilities to investors.</p>
<p>Further information on insurance terms, conditions and procedure of payouts with regard to insurance of liabilities</p>	<p>The insurance compensation for liabilities to investors shall be calculated and paid by the insurance undertaking, based on the data on the investors, their liabilities to investors and the amount of the supplementary compensation for liabilities to investors, held by the participant of the insurance system of liabilities to investors at the day of the insured event for liabilities to investors, as well as data provided by the participant of the insurance system of liabilities to investors on the market value of the investor's securities on the day of the insured event of liabilities to investors.</p>

	<p>When calculating the amount of insurance compensation for liabilities to investors, all the liabilities to investors relating to the financial instruments and funds held by one investor (including branches of a legal person or another organization of the depositor, representations, and other structural branches), which cannot be repaid by the participant of the insurance system of liabilities to the investors, are summed up but the total insurance compensation for liabilities to investors shall not exceed 22 000 euros.</p> <p>If a group of persons (joint investment) has the right of claim to funds and/or financial instruments under contracts, every person from the group is considered investor, and financial instruments and funds shall be equally shared, unless otherwise specified in the contracts giving rise to the right of claim, or in court rulings.</p> <p>If the investor is handling funds and/or financial instruments belonging to other persons under a contract, then the right of claim shall be assumed by the person who owns funds and/or financial instruments on the grounds of property, trustee or other rights, and who is known or can be ascertained before the day of the insured event of liabilities to investors. Where the funds and/or financial instruments are held by a group persons, financial instruments and funds shall be equally shared in accordance with the share established in contracts giving rise to the right of claim. This provision shall not apply to a servicer managing collective investment undertakings and pension funds.</p> <p>The amount of insurance compensation for liabilities to investors shall be calculated at the market value of the financial instruments of the investor on the day of the insured event of liabilities to investors. The amount of insurance compensation for liabilities to investors held in foreign currency shall be calculated in accordance with the indicative exchange rates of the euro and foreign currencies, last published by the European Central Bank on the day of the insured event of liabilities to investors, and in the cases when the European Central Bank does not publish the exchange rates of the euro and foreign currencies – in accordance with the indicative exchange rates of the euro and foreign currencies, last published by the Bank of Lithuania.</p> <p>The investor's right to the insurance compensation for liabilities to investors shall be valid for 5 years after the day of the insured event of liabilities to investors. Disputes related to the investor's right to the insurance compensation for liabilities to investors shall be settled by ordinary courts in accordance with the procedures laid down in laws.</p> <p>A person who has unduly or erroneously received a compensation for liabilities to investors must refund it to the Insurance Fund of Liabilities to Investors. The Insurance Fund of Liabilities to Investors shall have the right to claim the reimbursement of unduly or erroneously paid compensations for liabilities to investors, which is valid for 5 years from the day of the payment of compensation for liabilities to investors. The refunded or enforced amounts are credited to the Insurance Fund of Liabilities to Investors.</p>
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	The payment of the compensation for liabilities to investors shall be made without it being necessary for the investor to submit a request to the insurance undertaking. The insurance undertaking shall publicly inform the investors, within the established time line, on the insured event of liabilities to investors, and the payment procedure of the compensation for liabilities to investors, as well as publish this information on its website.
More information	More information about VĮ „Indėlių ir investicijų draudimas“ : (Algirdo g. 31, LT-03219 Vilnius , phone number 8 5 213 56 57, mobile phone number +370 699 47570. e-mail idf@idf.lt, website : www.iidraudimas.lt)

¹ Notes:

Additional liability limit regarding the liabilities to investor equals to the difference of the amount of liabilities to investor and the amount due to investor in compliance with the legal acts of the member state or third country, however, not exceeding the amount specified in the chapter 1 of this article.

Liabilities to investors assumed by the banks' branches of the third country, branches of brokerage firms of the third country or branches of management companies of the third country founded in the Republic of Lithuania that are not insured (not compensated) or otherwise protected under legislation of the third country shall be subject to insured under this Law.

The investor shall be entitled to insurance benefit from liabilities to investors from the day of insurance event with respect to liabilities to investors.

The investor shall be entitled to the insurance benefit from liabilities to investors in case the participant of the liabilities to investors insurance system is unable to fulfil its liabilities to investors assumed under the legislation or agreements concluded:

1. return funds belonging to the investor or held on his behalf remitted to participant of the liabilities to investors insurance system wishing to take advantage of the investment services provided by the latter;
2. return financial instruments belonging to the investor or held, administrated and managed on his behalf remitted to participant of the liabilities to investors insurance system wishing to take advantage of the investment services provided by the latter.

The Client confirms that he/she has read and understands the information provided in the above table. The same information will be delivered to the Client on a yearly basis via client cabinet.

CLIENT:

Name, surname

Signature

Name, surname

Signature