

INVESTMENT SERVICES AGREEMENT

BANK OF CYPRUS PUBLIC COMPANY LTD

51 STASSINOUS STREET, AYIA PARASKEVI, STROVOLOS, 2002, NICOSIA, CYPRUS



THE CYPRUS INVESTMENT AND SECURITIES CORPORATION LTD

1 AGIOU PROKOPIOU AND POSIDONOS STREETS, 1ST FLOOR, ENGOMI, 2406, NICOSIA, CYPRUS



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INVESTMENT SERVICES AGREEMENT

The Agreement is dated as of the Effective Date and is made between:

- (A) **Bank of Cyprus Public Company Ltd (“BOC”)**
 The Cyprus Investment and Securities Corporation Ltd (“CISCO”)
(hereinafter called “us”, “we” and “our”, as appropriate); and

- (B) *[insert full legal name of the natural person / legal entity]*, with identity card number / passport number / registration number , national of/registered in *[insert nationality / country of registered office]* (hereinafter called “the Client”, “you”, your” and “yourself”, as appropriate).

The Agreement will not form a contract between the Parties until we sign this signature page to indicate that we are willing to, and have been provided with all of the information we consider reasonably necessary to enable us to, provide the Services mentioned in Schedule 1.

The Agreement has been executed by the Parties on the respective dates specified below with effect from (the ‘**Effective Date**’), being the date on which we shall sign this signature page *[the Effective Date is completed by “us”]*.

SIGNATORIES

[Complete where applicable:]

Bank of Cyprus Public Company Ltd

.....
[Full legal name of Client]

By:

.....
[Signature of Client]

Name: Name:

Title: Title:

Date:

Date: Date:

The Cyprus Investment and Securities Corporation Ltd

.....

By:

.....
[Full legal name and address of Witness]

Name: Name:

Title: Title:

.....
[Signature of Witness]

Date: Date:

Date:

WHEREAS

- (1) We are authorised to provide, inter alia, the investment services and activities as well as the ancillary services mentioned in the MiFID Pre-Contractual Information Package,
- (2) You wish to make use of the investment services and activities as well as the ancillary services provided by us and, in particular, the Services mentioned in Schedule 1, having completed for this purpose the Client's Questionnaire attached hereto as Schedule 2, and
- (3) By entering into the Agreement, the Parties wish to set out their essential rights and obligations, as well as the terms on which we will provide Services to you,

NOW BY THE AGREEMENT the Parties mutually agree and accept the following:

Section A – Our Services

Part 1 – General Information

1. Introduction

- 1.1. The terms defined in Clause 12 of Section C and elsewhere in the Agreement will have the meanings therein specified for the purposes of the Agreement.

2. Provision of Services and Acknowledgment of Risks

- 2.1. You wish that we provide you and we agree to provide you the Services mentioned in Schedule 1.
- 2.2. A general description of the nature and risks of different Financial Instruments has been made available to you in the MiFID Pre-Contractual Information Package.

3. Client Categorisation

- 3.1. Unless the Parties agree otherwise in writing, in accordance with the information supplied to us and the provisions of the Law, you have been categorised as a:
 - Retail client
 - Professional client
 - Eligible counterpartyand you agree that we deal with you on that basis in relation to the Services mentioned in Schedule 1.
- 3.2. a) We may, either on our own initiative or at your request, treat you:
 - (i) as a professional or a retail client where you might otherwise be classified as an eligible counterparty, or
 - (ii) as a retail client where you might otherwise be classified as a professional client.b) We may also, at your request, treat you as a professional client where you might otherwise be classified as a retail client (“elective professional client”).
- 3.3. You have the right to request in writing a change of your categorisation as per Clause 3.2 above, either generally or in respect of a particular service, transaction, or type of transaction or Financial Instrument. However, such a

change of categorisation shall not take effect automatically but shall be assessed by us in accordance with the provisions of the Law and shall depend on our absolute discretion.

- 3.4. The type of client categorisation allocated to you will determine the level of protection afforded to you under the Law. Information on any rights you may have to request a different categorisation as well as on the limitations to the level of client protection a different categorisation entails has been provided to you in the MiFID Pre-Contractual Information Package.
- 3.5. In case you have been categorised as a professional client or an eligible counterparty, you are responsible for immediately informing us in writing of any change which could affect your categorisation. Should we become aware that you no longer fulfil the conditions for your categorisation, we shall take appropriate action.
- 3.6. In case you have been categorised as an eligible counterparty, Clauses 1 and 3 of Sub-Part I and Clause 1 of Sub-Part II, of Part 2 of Section A, as well as Clause 5 of Section B shall not apply.

4. Conflicts of Interest

- 4.1. We maintain organisational and administrative arrangements with a view to taking all necessary steps designed not to adversely affect the interests of our clients due to conflicts of interest. A summary of our conflicts of interest policy has been made available to you in the MiFID Pre-Contractual Information Package.

5. Compliance with the Law

- 5.1. All transactions for your account shall be subject to the Law. We are entitled to take or abstain from taking any measures necessary to comply with the Law in force from time to time. Any such measures taken and the Law in force shall be binding on you.

6. Refusal to provide Services

- 6.1. You acknowledge our right (but not the obligation), at any time and for any reason and without giving any explanation, to refuse, at our absolute discretion, to execute any order, carry out any transaction or engage in any acts, without incurring any liability, including, without limitation, the following cases:
 - a) where the execution of the order, the carrying out of the transaction or the relevant act contravenes the Law and/or any of our policies and procedures,
 - b) where the execution of the order, the carrying out of the transaction or the relevant act aims or may aim to manipulate the market price of the Financial Instruments traded on the Market (market manipulation / market abuse),
 - c) where the execution of the order, the carrying out of the transaction or the relevant act constitutes or may constitute abusive exploitation of confidential information (insider trading),
 - d) where the execution of the order, the carrying out of the transaction or the relevant act contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering),
 - e) where the execution of the order, the carrying out of the transaction or the relevant act affects or may affect in any manner the credibility or the regular operation of the Market,
 - f) where the Bank Account has insufficient balance or credit limit to cover the transaction (in case of an order for the purchase of Financial Instruments) or if there are no Financial Instruments registered in your name which may be transferred, to such an extent as to satisfy the order for the sale or other disposition (in case of an order for the sale or other disposition of Financial Instruments),
 - g) where you have not fulfilled all your obligations to us as these derive from the Agreement,
 - h) where your instructions are not precise and do not describe their objective with accuracy.

Provided that any refusal on our behalf to execute any order, carry out any transaction or engage in any acts shall not affect any obligation which you may have towards us or any right which we may have against you or your assets.

Part 2 – Specific Investment Services

Sub-Part I – Reception, Transmission and Execution of Orders

1. Appropriateness test

This Clause shall apply where you:

- a) have been categorised as a retail client and*
- b) have selected in Schedule 1 the service of reception and transmission of orders and/or the service of execution of orders on behalf of clients.*

- 1.1. We are obliged to ask you to provide information regarding your knowledge and experience in the investment field relevant to the specific type of Financial Instrument or investment service offered or demanded, so as to enable us to assess whether the investment service or Financial Instrument envisaged is appropriate for you (the “appropriateness test”).
- 1.2. You hereby acknowledge that we shall rely on the information provided by you unless we are aware or ought to be aware that the information is manifestly out of date, inaccurate or incomplete. In any case, you are obliged to provide us with up to date, accurate and complete information as well as inform us immediately in writing of any change of the information provided.
- 1.3. Where we consider, based on the information received, that the investment service or Financial Instrument is not appropriate for you, we shall warn you accordingly.
- 1.4. Where you fail to provide, or do not provide information, which is up to date, complete, accurate and sufficient regarding your knowledge and experience, we shall warn you that we are not able to determine whether the investment service or Financial Instrument envisaged is appropriate for you.
- 1.5. If, despite the warning mentioned in Clause 1.3 or Clause 1.4 above, you still wish to proceed with the specific investment service or Financial Instrument and you have indicated to us, in writing, through a recorded line or through an online / electronic platform, your choice to proceed with the specific transaction despite the said warning, we shall decide, at our absolute discretion, whether to accept to act or not. In case we accept to act, we shall draw your attention that the investment service or Financial Instrument envisaged may not be appropriate for you and you may be exposed to risks that fall outside your knowledge and experience and/or which you may not have the knowledge and experience to properly assess and/or control by way of mitigating the consequences of such risks for you.
- 1.6. You hereby acknowledge that, where we provide, at your initiative, investment services that only consist of the reception and transmission and/or execution of your orders, with or without the provision of ancillary services, in relation to non-complex Financial Instruments, we may provide those investment services to you without carrying out an appropriateness test. This means that we are not obliged to assess the appropriateness of the Financial Instrument offered or the investment service provided to you. Examples of complex and non-complex Financial Instruments have been made available to you in the MiFID Pre-Contractual Information Package.

2. Reception and Transmission of Client Orders

This Clause shall apply where you have selected in Schedule 1 only the service of reception and transmission of orders.

- 2.1. Upon acceptance of your order, we shall only be liable for its due transmission to a person or persons having the ability to execute such order, based on the best execution principle set out in Clause 5 of Section B. You hereby acknowledge that acceptance of your order takes place when we transmit the order for execution, not when we receive your order.

2.2. You hereby accept that we shall bear no responsibility for any orders that have not been transmitted and / or have been misinterpreted.

3. Execution of Client Orders

This Clause shall apply where you have selected in Schedule 1 the service of execution of orders on behalf of clients.

3.1. You hereby consent that we may be executing orders on your behalf outside a trading venue, as explained in the order execution policy, information on which has been made available to you in the MiFID Pre-Contractual Information Package.

3.2. When you place a limit order (an order to buy or sell a Financial Instrument at a specified price limit and for a specified size) in respect of shares admitted to trading on a regulated market or traded on a trading venue and such limit order is not immediately executed under prevailing market conditions, you hereby instruct us not to make public such a limit order.

3.3. You hereby acknowledge that, when executing a client order, there may be circumstances where we enter into a transaction with you and hence deal on own account, since we deal as principal with you. In such circumstances we are trading against proprietary capital resulting in the conclusion of a transaction in one or more Financial Instruments, while servicing you, as a client.

Sub-Part II – Investment Advice and Portfolio Management

1. Suitability test

This Clause shall apply where you:

- a) have been categorised as a retail client or a professional client and*
- b) have selected in Schedule 1 the service of investment advice and/or the service of portfolio management.*

1.1. To enable us to act in your best interests, we are obliged to ask you to provide information regarding:

- a) your knowledge and experience in the investment field relevant to the specific type of Financial Instrument or investment service,
- b) your financial situation, including your ability to bear losses, and
- c) your investment objectives, including your risk tolerance,

to enable us to recommend to you the investment services and the Financial Instruments that are suitable for you and, in particular, are in accordance with your risk tolerance and ability to bear losses (the “suitability test”).

Provided that, where you have been categorised as a professional client (either a professional client per se or an elective professional client), we are entitled to assume that you have the necessary experience and knowledge to understand the risks involved in relation to the particular investment services or transactions, or types of transaction or Financial Instrument, for which you are classified as a professional client.

Provided further that, where you have been categorised as a professional client per se (not an elective professional client) and we provide investment advice to you, we are entitled to assume that you are able financially to bear any related investment risks consistent with your investment objectives.

1.2. We are entitled, at our discretion, to request additional information from you and/or to request an update of the information provided by you to us, whenever we deem necessary.

1.3. You hereby acknowledge that we shall rely on the information provided by you unless we are aware or ought to be aware that the information is manifestly out of date, inaccurate or incomplete. In any case, you are obliged

to provide us with up to date, accurate and complete information as well as inform us immediately in writing of any change of the information provided.

- 1.4. Where you fail to provide, or do not provide up to date, accurate, complete, and sufficient, information as requested by us pursuant to Clause 1.1 above, we shall refuse to decide to trade or recommend investment services or Financial Instruments to you. Additionally, we shall not recommend or decide to trade where none of the investment services or Financial Instruments are suitable for you.
- 1.5. In case you have been categorised as a retail client and we provide investment advice to you, before a transaction is made, we shall provide you with a statement on suitability, in a durable medium, including an outline of the advice given and how the recommendation provided is suitable for you, including how it meets your objectives and personal circumstances with reference to the investment term required, your knowledge and experience and your attitude to risk and capacity for loss.
- 1.6. Where the agreement to buy or sell a Financial Instrument is concluded using a means of distance communication which prevents the prior delivery of the suitability statement by us to you, you hereby consent to receiving the suitability statement without undue delay after the conclusion of the transaction. Unless you inform us in writing that you wish to delay the transaction so that you receive the suitability statement in advance, we may provide you with the suitability statement in a durable medium immediately after you are bound by the relevant agreement.

2. Investment Advice

This Clause shall apply where you have selected in Schedule 1 the service of investment advice.

- 2.1. We shall provide to you information and personal advice about investment possibilities suitable to your investment profile and your specific investment objectives, to enable you to take your own investment decisions after understanding the investment risks involved in the proposed or desired Financial Instrument or investment service.
- 2.2. We shall provide investment advice to you before you enter into a transaction or make an investment (including buying, selling, subscribing for, exchanging, redeeming, holding or underwriting a particular Financial Instrument and/or exercising or not exercising any right conferred by a particular Financial Instrument to buy, sell, subscribe for, exchange, or redeem a Financial Instrument).
- 2.3. Investment advice in relation to that transaction or investment shall be considered valid only at the moment it is provided. You understand that investment advice is subject to prevailing market conditions, as well as economic, political, and business risks, during the time in which the advice is being requested. Unless we provide on-going investment advice services to you, we shall not have any duty to monitor your investments or the course of the Financial Instruments that you choose over a specific time-period, nor shall we have any duty to provide continuous update to you regarding any developments.
- 2.4. The final choice for effecting or not any transaction or investment in Financial Instruments lies with you and you will be solely responsible for any unexpected, positive, or negative, return on your investments.
- 2.5. In situations where we have assessed any investment services or Financial Instruments as not being suitable for you but you insist in proceeding with such services or Financial Instruments, therefore acting against our investment advice, we shall inform you of the fact that the service or Financial Instrument you wish to proceed with is not suitable for you, including a clear explanation of potential risks you would incur into by proceeding in such a way. You hereby accept that we shall not be considered liable for any potential risks which you may incur in choosing to proceed with the specific investment service or Financial Instrument. In such situations, we may also decide, where applicable and where compatible with the Law, not to allow you to proceed with a transaction under execution services in relation to a specific Financial Instrument if that instrument is not suitable for you.

- 2.6. When BOC provides investment advice to you, such advice will be provided on a non-independent basis, whereas when CISCO provides investment advice to you, such advice will be provided on an independent basis. Further information on the differences between independent and non-independent investment advice has been made available to you in the MiFID Pre-Contractual Information Package.
- 2.7. While providing investment advice to you, CISCO shall also have regard to the restrictions and/or guidelines set by you, as these may be amended from time to time and as set out in Schedule 3.

3. Portfolio Management

This Clause shall apply where you have selected in Schedule 1 the service of portfolio management.

- 3.1. We shall undertake the management of the Portfolio in accordance with the provisions of the Agreement. During the management of the Portfolio, we shall have regard to the information given by you under the suitability test, as well as to the restrictions and/or guidelines set by you in the management of the Portfolio, as these may be amended from time to time and as set out in Schedule 3.

Our Discretionary Powers

- 3.2. Subject to the provisions of Clause 3.1 above, we shall have full power and discretion for your account (and without obtaining your prior approval) to purchase, sell, retain, exchange, convert or otherwise deal in any way in Financial Instruments and other assets, to exercise or determine not to exercise rights in respect thereof, to maintain bank accounts in your name and to effect any deposits and/or withdrawals, to subscribe to issues and offers for sale of Financial Instruments and other assets, to accept private placements, to effect transactions on or outside any Market and in general to act, in any other manner we shall consider appropriate in relation to the management of the Portfolio.
- 3.3. We are hereby authorised to place orders with brokers or dealers or other persons, including any company of the Bank of Cyprus Group, for the purchase, sale, or otherwise acquisition or disposal of any Financial Instruments and/or assets comprising the Portfolio.
- 3.4. Save as specified in Schedule 3, you consent to us (or our agents, as the case may be) effecting transactions in Financial Instruments comprised or to be comprised in the Portfolio outside a trading venue.
- 3.5. By signing the Agreement, you hereby consent and authorise CISCO, in an effort for the latter to effectively manage the Portfolio, to invest or put all or part of the Portfolio in units or shares of AIFs under the management of CISCO. No portfolio management fee (as detailed in Schedule 3) will be charged by CISCO for the proportion of the Portfolio invested in such funds that are managed by CISCO.
- 3.6. You will have the right, in exceptional circumstances, to give us an instruction regarding the management of your Portfolio, but we shall not be obliged to follow any such instruction.

Restrictions on the management of the Portfolio

- 3.7. Save as specified in Schedule 3, or under the Law, there is no restriction on:
- a) the type of Financial Instrument and other asset which may be purchased, sold or retained in the Portfolio,
 - b) the amount of any one Financial Instrument and other asset which may be purchased, sold or retained in the Portfolio,
 - c) the proportion of any one Financial Instrument and other asset which may be comprised in the Portfolio,
 - d) the Market on which transactions may be effected,
 - e) the type of transaction,
 - f) the type of asset class.

- 3.8. In case that restrictions in the management of the Portfolio are specified in Schedule 3, such restrictions shall be deemed not to have been breached by subsequent variations in the value or price of any Financial Instrument and other asset comprised in the Portfolio.
- 3.9. You may, by giving notice in writing to us, request changes to your investment objectives (as specified in the suitability test), and/or to the restrictions/guidelines in the management of the Portfolio. We shall be entitled to refuse to accept any such change and shall, as soon as possible after receipt of your relevant notice, inform you as to whether any change has been approved or rejected. You may, upon our notice of rejection of such change, terminate the Agreement according to Clause 10 of Section C. You acknowledge that no change to your investment objectives and/or the restrictions/guidelines in the management of the Portfolio shall be valid prior to it being accepted by us.

Composition of the Portfolio

- 3.10. The initial composition of the Portfolio, that is your Financial Instruments and assets placed under our management at the Effective Date, are set out in Schedule 3 and have been valued by the method described and specified in Schedule 3.
- 3.11. You will have the right to increase or decrease the Financial Instruments and assets in the Portfolio, by informing us appropriately.

Portfolio Performance

- 3.12. The benchmarks against which the Portfolio performance will be evaluated and compared are specified in Schedule 3. In case the benchmarks are amended in relation to the provisions of Schedule 3, you will be notified in writing or on the Website regarding such amendments. In case you object to such amendments to the benchmarks, you may terminate the Agreement in accordance with Clause 10 of Section C below. Otherwise, you will be deemed to have approved the amendments and the Agreement as amended.

Part 3 – Specific Ancillary Services

Sub-Part I – Custody Services and related matters

1. Client's Funds

- 1.1. Your funds which will be used for the sale/purchase of Financial Instruments shall be deposited in the Bank Account and/or in our account (clients' account).
- 1.2. By signing the Agreement, you authorise us to effect deposits and/or withdrawals from the Bank Account on your behalf including, without prejudice to the generality of the above, withdrawals for settlement of all transactions undertaken by the Agreement and all amounts payable by you or on your behalf to us or to any other person.

2. Opening of New Accounts

This Clause shall apply where you are a client of BOC.

- 2.1. By signing the Agreement, you authorise us to open one or more accounts as may be required from time to time in our determination to facilitate the carrying out of our duties as contemplated in the Agreement, including, without limitation, opening accounts in such currencies as may be required. If we open any such additional accounts, we shall, unless given express instructions in writing to the contrary by you, operate any such additional accounts based on existing instructions and mandates given by you to us and in accordance with the

terms, conditions and general practice (as each may be amended or varied from time to time) that govern the maintenance and operation of the Bank Account or any other account opened by you with us from time to time.

- 2.2. By signing the Agreement, you further confirm your agreement to all communication indemnities, fax indemnities and other indemnities relating to the operation of the Bank Account, or any other account opened by you with us from time to time applying to any new accounts opened in accordance with the provisions of this Clause 2. If you wish any new account opened in accordance with the provisions of this Clause 2 to have different signatories or other terms applicable to it, it will be your responsibility to advise us in writing of any such requirements upon the execution of the Agreement or at any time after execution of the Agreement as you may request.
- 2.3. Nothing in this Clause 2 shall impose any obligation on us to open any new account at any time or prevent us from requesting that the opening of any account shall be subject to such procedures and the execution of such additional documentation as we may determine at such time in our sole discretion.

3. Titles of Ownership of Financial Instruments

- 3.1. Unless you have otherwise agreed in writing with us, the Financial Instruments purchased by us on your behalf shall be registered in your name and/or, where applicable, in our name for your account and subject to the provisions of Clause 4 below, the titles, provided the said Financial Instruments bear titles of ownership, shall be held by us, where applicable, or by the relevant custodian.
- 3.2. In relation to each transaction which entails the issue of a title or other certificate or statement of ownership of any Financial Instrument, we shall submit to the Cyprus Stock Exchange and/or the Market all the necessary evidence but we shall have no responsibility for the non-timely issue of any title or other certificate or statement of ownership of the relevant Financial Instrument by the issuer concerning the said Financial Instrument.

4. Client's Financial Instruments and Assets

This Clause shall apply where Financial Instruments and assets are held for your account either with us or with a third-party custodian of our or your choice.

Where you have selected in Schedule 1 the services of global custody, Schedule 4, together with this Clause, shall apply, in place of any other provisions of the Agreement related to the custody of client assets.

- 4.1. Subject to the below proviso, we may deposit for safekeeping Financial Instruments and assets which we hold for your account, either with us or with a third party of our or your choice, who provides custody services, upon the terms and conditions which we or the said third party provides such services and subject to the terms of the specific agreement (if this is necessary) between you and/or us and/or the third party as the case may be.

Provided that, in case we do not agree with the third-party custodian of your choice, we reserve the right to refuse to provide Services, pursuant to Clause 6 of Part 1 of Section A.

- 4.2. Where your Financial Instruments and assets are deposited for safekeeping with a third-party custodian of your choice:
 - a) You will enter directly into an agreement with the third-party custodian of your choice and will notify us in writing of the appointment and the details of the third-party custodian as well as of any change in its person.
 - b) You hereby acknowledge that neither we nor the third-party custodian are a representative, agent, appointee, or delegate of the other.
 - c) You hereby agree that we are not making any endorsements or recommendations with respect to any of the terms and conditions contained in the agreement of the third-party custodian.

- d) You agree, where this is necessary, to give instructions to the third-party custodian, to the effect that the third-party custodian:
 - (i) shall comply with any of our instructions given in accordance with the Agreement,
 - (ii) if so requested by us and/or you, shall arrange as soon as practically possible for the execution and production of any documents necessary to carry out and settle transactions effected in accordance with the Agreement,
 - (iii) shall arrange for the collection of all income, the acquisition of all rights and the exercise of the voting rights and/or other rights deriving from your Financial Instruments, which are under its possession and/or control,
 - (iv) shall notify us promptly of all amounts received in relation to your Financial Instruments, and
 - (v) shall promptly supply to the Parties copies of all custody and settlement bank accounts.
- 4.3. In case you wish the return of your Financial Instruments and/or any other of your assets which are under our possession or control, you must give notice in writing to us. Upon receipt of the notice, we shall, as soon as practically possible, arrange for the transfer to you or your order of any of your Financial Instruments and/or assets or of their control, which are under our possession or control. You will bear the costs and all kinds of expenses for the dispatch and/or transfer of your Financial Instruments and/or any other of your assets.

Provided that, we have the right to refuse the return and/or the transfer of part or all the Financial Instruments until you fulfil your obligations under the Agreement.

- 4.4. Where we provide global custody services and/or where we deposit your Financial Instruments and assets with a third party / custodian of our choice, we shall inform you for the collection of all income, the acquisition of rights and the exercise of rights deriving from your Financial Instruments.

Provided that, in case of appointment of a custodian of our choice, we shall not be liable for any omission or delay by the custodian to inform us in relation to the above.

- 4.5. Where we provide global custody services in relation to shares:
- a) we shall provide you with any information that will enable you to exercise the rights flowing from any shares you hold in a company in which investments take place pursuant to the Agreement, where such information is directed to shareholders of that class of shares, or, alternatively, notify you where such information can be found, when this is available online; and
 - b) we shall facilitate the exercise of shareholder rights relevant to shares of a company in which investments take place pursuant to the Agreement, including the right to participate and vote in general meetings.
- 4.6. You hereby consent that, where you have been categorised as a retail client and we hold positions in leveraged Financial Instruments or enter into contingent liability transactions (transactions involving any actual or potential liability for you that exceeds the cost of acquiring the Financial Instruments), we shall inform you, on a portfolio basis, where the initial value of Financial Instruments depreciated by 10% and thereafter at multiples of 10%.

5. Dividends and other Rights

- 5.1. Subject to Clauses 4.4 and 4.5 above, you will be responsible for the collection of all income, the acquisition of all rights and the exercise of the voting rights and/or other rights deriving from your Financial Instruments, unless otherwise provided for in the Agreement. Except as otherwise provided for in Clauses 4.4 and 4.5 above, you acknowledge and agree that you are and shall be solely responsible for knowing the rights and terms of issue of all your Financial Instruments. These include, without any limitation, warrants, rights issues, voting rights, bonus issues, convertible Financial Instruments, stocks, and Financial Instruments which are subject to any acquisition or exchange offer, as well as any taxation that may be applicable in any jurisdiction and/or Market on your Financial Instruments. We shall have no responsibility, nor shall we have any obligation to notify you in respect of any expiry dates or acquisition dates or, except as required by legislation in force, to proceed

to any actions on your behalf without specific instructions in writing from you. In case we proceed with any reminder in relation to your Financial Instruments and/or exercise and/or conversion on your behalf, this shall not constitute an obligation or recommendation or provision of investment advice by us and you will remain responsible for all the aforementioned, without any prejudice to the foregoing.

- 5.2. Without prejudice to the provisions of Clause 5.1 above, dividends and other income deriving from your Financial Instruments and paid to us shall be deposited in your Bank Account, and/or, where you are a client of CISCO, in our account (clients' account), unless otherwise agreed between the Parties in writing.

Sub-Part II – Other Ancillary Services

1. Investment Research

This Clause shall apply where you have selected in Schedule 1 the service of investment research.

- 1.1. Subject to the below proviso, we shall provide to you information on investments or Markets, such as research recommendations, market trends or investment analysis.

Provided that, we may suspend this service, or change its level of detail, layout/format, and frequency from time to time without giving prior notice.

- 1.2. The information we provide under this service will not be filtered or tailored for you so you must not regard it as a personal recommendation or advice. You should consider seeking investment advice from us in relation to any investment mentioned in these materials prior to dealing in that investment.
- 1.3. When providing investment advice or dealing for you, we shall not be obliged to consider the information provided to you in accordance with Clause 1.1 above.
- 1.4. Except to the extent that information provided to you under this Clause 1 is freely available in the public domain, you will keep the information confidential and only disclose it to your professional advisers who are under a similar duty to keep it confidential.
- 1.5. The information provided under this Clause 1 is for your personal use and must not be used to provide advice to anyone else.

2. Foreign Exchange

This Clause shall apply where you have selected in Schedule 1 the service of foreign exchange.

- 2.1. Except as otherwise agreed, any conversion required to be effected from one currency to another for the execution of any order or for effecting any transaction or act by us pursuant to the Agreement, may be done by us in such manner and at such time as we shall determine at our absolute discretion.
- 2.2. Without prejudice to the generality of Clause 2.1 above, we are entitled to debit your Bank Account and/or, where you are a client of CISCO, our account (clients' account), with the equivalent amount of the transaction in the currency in which you hold the Bank Account and/or we hold the client's account. Any deposit in foreign currency to your Bank Account and/or the client's account shall be converted into the currency in which you hold the Bank Account and/or we hold the client's account.
- 2.3. You acknowledge and agree that you will undertake all risks deriving from any such conversion and, without prejudice to the generality of the above, the risk of loss which may be incurred because of the fluctuation in the exchange rates.

Section B – Your relationship with us

1. Language and Methods of Communication

1.1. The Agreement has been made and signed in English and all communication between the Parties will be in English. In the event of translation of the Agreement or any communication into any other language, the English language version will be the only legally binding version and will prevail, if there is any inconsistency.

Provided that, we reserve the right to communicate with you in Greek under certain circumstances, including where required by the applicable law.

1.2. Subject to Clause 1.7 and Clause 3 below and unless specified otherwise in the Agreement, either Party may communicate with the other Party via the following methods:

- a) in writing, including by hand, via post, facsimile (fax), electronic mail (e-mail) and / or
- b) orally, including via telephone and face to face conversations.

Provided that, we reserve the right to request that you communicate with, and/or provide information to, us via a specific method of communication.

1.3. Any communication shall be considered valid:

- a) if sent by hand, at the time of delivery to a Party,
- b) if sent by mail, on the second Business Day after the day that it had been sent (even if returned undelivered),
- c) if sent by courier, upon receipt by the addressee,
- d) if sent by fax or e-mail during Working Hours, at the time of transmission,
- e) subject to Clause 3.5 below, if sent by fax or e-mail outside Working hours, at the start of Working Hours on the next Business Day,
- f) subject to Clause 1.7 below, when posted on the Website.

1.4. In our communication with you, we shall use the latest contact details provided to us by you. You are responsible to notify us of any changes to your contact details and to provide us with accurate contact information.

1.5. Unless we have been instructed otherwise, if you have provided us with more than one postal or electronic addresses or more than one telephone or facsimile numbers, we may communicate with you at any of the addresses or any of the numbers provided.

1.6. Our general contact details can be found at the MiFID Pre-Contractual Information Package.

Provision of information by means of electronic communications

1.7. You hereby acknowledge and consent that we may provide certain information, whether addressed personally to you or not, in respect of matters relating to the provision of Services, including information contained in the MiFID Pre-Contractual Information Package, information about the Agreement and its Schedules, as well as amended versions thereof, by means of a website or other form of electronic communications instead of on paper, where the provision of that information by means of a website or other form of electronic communications is appropriate to the context in which the business between you and us is, or is to be, carried on.

Provided that, we shall consider that the provision of information by means of electronic communications is appropriate to the context in which the business between you and us is, or is to be, carried on, where you have provided us with an e-mail address for the purposes of the carrying on of that business and such provision of an e-mail address is treated as evidence that you have regular access to the internet.

Risks with electronic communications

- 1.8. You hereby acknowledge that electronic communications, such as e-mail, unless adequately encrypted, are not secure and may be viewed by others or interfered with. E-mails may also be inadvertently misdirected to unintended recipients.
- 1.9. You hereby agree that, in communicating with you via e-mail, we shall not be responsible for the accidental or inadvertent transfer of your information to unintended recipients. We accept no responsibility for the security or integrity of any information sent to us over the internet or by other electronic means.

Withdrawing consent

- 1.10. If, at any point of time, you no longer wish to receive information from us by means of a website or other form of electronic communications, you may withdraw your consent by sending us an e-mail through our secure e-mail service or by contacting us directly. We may also treat an invalid e-mail address as a withdrawal of your consent.
- 1.11. Your withdrawal of consent shall be effective ten (10) Business Days after we have acknowledged receipt of your withdrawal.

2. Recording of conversations

- 2.1. You hereby acknowledge that any telephone conversations or electronic communications between you and us, relating to transactions concluded when dealing on own account and/or to the provision of client order services that relate to the reception, transmission and/or execution of your orders, will be recorded.
- 2.2. Such telephone conversations and electronic communications shall also include those that are intended to result in transactions concluded when dealing on own account and/or in the provision of client order services that relate to the reception, transmission and/or execution of your orders, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services.
- 2.3. Records of such conversations and communications is available to you upon request and is kept for a period of five (5) years and, where requested by the relevant competent authority, for a period of up to seven (7) years.

3. Client Orders

- 3.1. Subject to the below proviso, we shall accept your orders only if received by mail, telephone, fax, e-mail, through an online / electronic platform, or if delivered by hand, in a manner accepted by us, if we are satisfied, at our absolute discretion, as to the identity of the person placing the order as well as for the validity of the order.

Provided that, we reserve the right to request that orders are received by a different manner or means which we determine from time to time. We also reserve the right to specify the contents of the order as it should be completed and submitted by you to us for it to be a valid and binding order under the Agreement.

- 3.2. Any orders which were originally provided by telephone, fax, or e-mail and which are subsequently confirmed and delivered to us either by mail or by hand must be clearly marked "Original sent by fax/ telephone/ etc. Please avoid duplication." We shall not otherwise be liable for having acted on the same order twice.
- 3.3. When we provide the service of reception and transmission of orders, we reserve the right (but not the obligation) to require that you, at your own expense, confirm your orders in writing, before we transmit them for execution.

- 3.4. When we provide the service of execution of orders on your behalf, you may place orders for execution by us with the responsible officer and/ or appropriate department.
- 3.5. You hereby acknowledge that any of your orders received outside Working Hours of a Business Day may potentially be transmitted and executed within the same Business Day if the Market to which such orders are transmitted for execution is open for trading.
- 3.6. You authorise us to rely and act upon and treat as fully authorised and binding upon you, any order which purports to have been given and which is accepted by us in good faith as having been given by you or by an Authorised Representative / Attorney. You accept that unless you inform us in writing regarding the termination of the Authorised Representative / Attorney, we shall continue accepting orders from the latter; such orders shall (a) be valid and (b) fully commit you.
- 3.7. We shall not further enquire as to the genuineness, authority or identity of the person giving or purporting to give such orders, unless we have either agreed in writing or expressly requested in writing limitations by you on the persons from whom we may accept orders.
- 3.8. Any of your orders, once received by us, are considered final and cannot be cancelled, deleted, or amended except where we can, and expressly allow you to, cancel, delete, or amend the relevant order.

Provided that, any orders for amendments or confirmations must be defined expressly as such.

- 3.9. From time to time, we may receive delayed, modified and/or erroneous reports from the Cyprus Stock Exchange and/or the Market. You hereby declare that you understand, agree and accept that a statement of orders regarding which no report is given to you or regarding which a report is given that these have matured, cancelled or executed, may be amended as a result of such delayed, modified and/or erroneous reports from the Cyprus Stock Exchange and/or the Market, to comply with what actually occurred regarding such orders, and in such cases we shall have no responsibility.

4. Orders through the Internet

- 4.1. Upon signing the Agreement, you are entitled to request a username and personal identification number for Electronic Services, as these become available, to be able to give orders for the purchase and sale of Financial Instruments by us on the Cyprus Stock Exchange and/or the Market, through your compatible computer which can be linked to the internet through a telecommunications network. You accept and agree that we may terminate your access to Electronic Services or to any part thereof at our absolute and unlimited discretion.
- 4.2. You agree and declare that:
 - a) you will keep the username and personal identification number (PIN) in a safe place,
 - b) you will destroy any notice concerning the username and PIN immediately on receipt,
 - c) you will not disclose your username and PIN to any other person,
 - d) you will avoid using a PIN that may be easily determined such as birth dates, telephone numbers etc.,
 - e) you will not note the PIN on anything carried or associated with the username or in any other form which is comprehensible or otherwise accessible to a third party,
 - f) you will not do or omit to do anything else that might allow the improper or unauthorized access to, or utilization of the Electronic Services and you will be responsible for disconnecting and clearing any information from any personal computer or other equipment used to access the Electronic Services before leaving such personal computer or equipment unattended,
 - g) you will be liable for all orders given through and under your username and PIN and any orders received in this manner by us shall be considered to have been given by you,
 - h) in case you authorise any third party to act on your behalf, you will be liable for all the orders given through and under the username and PIN of your Authorised Representative / Attorney,

- i) all the orders will be considered to have been given at the time at which they are received by us and in the form in which they are received.
- 4.3. You undertake to notify us immediately if you will be informed of:
- a) any loss or theft of the username and/or PIN,
 - b) any unauthorized use of the username and/or PIN,
 - c) any unauthorized or irregular transaction recorded for your account,
 - d) any failure by you to receive a message that an order which was given by you through the Electronic Services has been received and/or executed, or
 - e) any receipt of a confirmation order which you have not given or any similar inaccurate or conflicting statement or information.
- 4.4. In case you give orders through the Electronic Services, you agree to transmit orders to us using the electronic means designated by us specifically for the purpose of placing orders from time to time and for which a username and personal identification number have been given. You acknowledge that we shall not act according to orders transmitted to us by any other means. In addition, you agree to be bound by any consent you give through the Electronic Services for the provision by us of notifications, declarations, financial confirmations, and other communications to you only through electronic transmissions.
- 4.5. You acknowledge that unauthorized third parties may have access to data, including the electronic address, electronic communications, and personal financial data when these are transmitted between you and us or any other person, using the internet or other communication network facilities.

5. Best Execution

- 5.1. When:
- a) executing your orders while providing the service of execution of orders on behalf of clients, or
 - b) transmitting your orders to other entities for execution while providing the service of reception and transmission of orders in relation to one or more Financial Instruments, or
 - c) placing orders with other entities for execution that result from decisions by us to deal in Financial Instruments on your behalf while providing the service of portfolio management, or
 - d) you are legitimately relying on us to protect your interests in relation to the pricing and other elements of a transaction while we are dealing on own account,
- we apply an order execution policy which enables us to obtain the best possible result for you, considering price, costs, speed, likelihood of execution and settlement, size, nature, or any other consideration relevant to the execution of the order.
- 5.2. To the extent that we follow specific instructions from you, when executing your order or when transmitting your order to, or when placing your order with, another entity for execution, or when dealing on own account, we satisfy our obligation under Clause 5.1 above and may be prevented from taking the steps that we have designed and implemented in our order execution policy to obtain the best possible result for you.
- 5.3. We may use the services of other entities with regards to executing your orders. You hereby authorise us to make use of such services without your further consent and acknowledge that neither we nor such other entities are a representative, agent, appointee, or delegate of the other.
- 5.4. You hereby consent to our order execution policy on which appropriate information has been made available to you in the MiFID Pre-Contractual Information Package. We may amend our order execution policy from time to time and will notify you of any material amendments in writing or by posting such amendments on the Website. You will be deemed to have provided your consent to any update / amendment of our order execution policy in case you effect any transaction and/or not terminate the Agreement, following the receipt of the notification or the posting on the Website with regards to the relevant amendments.

6. Authorised Representative / Attorney

6.1. In case you wish a third person to act on your behalf and/or manage any issues related to the Agreement, you must inform us in writing of the name and details of the said person (hereinafter called the “Authorised Representative / Attorney”). You acknowledge that we shall have dealings with this person upon production by the latter of a power of attorney, resolution, or mandate, satisfactory to us at our absolute discretion, granted by you to the said Authorized Representative / Attorney or upon receipt of a relevant court order to this effect.

Provided that we may specify from time to time, the form, content, adequacy, and completeness of the authorization of any person to act on your behalf and/or to manage other issues related to the Agreement.

6.2. Subject to the above, any order, instruction or notice given by any such duly Authorized Representative / Attorney, shall be deemed to have been given by you and you will be fully responsible for all consequences resulting from the fact that we have acted pursuant to such order, instruction, or notice.

6.3. We are entitled to rely and act upon any order, instruction or notice given by any such duly Authorized Representative / Attorney, until we have received notice of any change from you and have had a reasonable time to note and implement such change.

6.4. In case you need to terminate the Authorised Representative / Attorney, you will provide us with a notice in writing of five (5) Business Days prior to such termination.

6.5. In case you (i.e., the person in whose name the Financial Instruments are registered) are acting as authorized representative of a third person, whether such person has been indicated to us or not, we shall consider yourself as being our only client and that you are acting for yourself based on the Agreement. The third person shall not be considered as our client whether directly or indirectly, under any circumstances and we shall have no responsibility towards such person.

7. Outsourcing and Appointment of Tied Agents

7.1. We may outsource the execution of investment services or activities or any of our operational functions under the Agreement.

7.2. We may appoint tied agents for the promotion of our services, for the solicitation of clients or potential clients, for the receipt and transmission of orders from clients, for the placing of Financial Instruments and/or for the provision of advice to clients or potential clients in relation to Financial Instruments and services.

7.3. In case of appointment of a tied agent, we shall remain fully and unconditionally responsible for any action or omission on the part of the tied agent when acting on our behalf with regards to the services authorised to provide.

8. Power of Attorney and other Documents

8.1. You will, as soon as you will be required to do so, sign any document, which in our opinion, is fair and necessary for the provision of the Services by us under the Agreement, including without limitation, powers of attorney, resolutions, or mandates for the execution of your orders and the operation of your Bank Account. Such power of attorney, resolution or mandate shall constitute an integral part of the Agreement.

Provided that where you have signed a power of attorney, resolution, or mandate prior to the signing of the Agreement and such power of attorney, resolution or mandate is satisfactory to us, we may not require that you sign any other power of attorney, resolution, or mandate.

- 8.2. If we believe, in our sole discretion, that any document is missing and/or is incorrect, we have the right to request from you to send such a document within a set timeframe. If you fail to do so, we may take any action that we deem necessary in the circumstances.

9. Client's Obligations and Consequences of Non-Fulfilment

- 9.1. You will be obliged, before the execution of your order, or before we proceed in carrying out any transactions or engaging in any relevant acts:
- a) to deliver to us any Financial Instruments, the sale of which you require from us through your order or instruction and/or to proceed to all necessary actions so that these Financial Instruments are placed under our control, and
 - b) to deposit with us and/or to the Bank Account adequate clear balances for the execution of the order, the carrying out of the transaction, or the engaging in the relevant act, unless otherwise agreed.
- 9.2. In case of non-fulfilment of the obligations in Clause 9.1, we shall be entitled not to execute the relevant order, carry out the transaction or engage in any relevant acts, in whole or in part. If we execute your order, carry out any relevant transaction or engage in any relevant act at your request, even though you have not fulfilled your abovementioned obligations, you will be obliged to:
- a) deposit immediately the purchase price of the Financial Instruments of the transaction (in case of purchase), or
 - b) deliver the Financial Instruments and/or their control to us (in case of sale), and
 - c) pay our fee as well as the relevant duties and/or commissions and/or other expenses.
- 9.3. In case of non-fulfilment of the obligations in Clause 9.2, you will be instantly deemed in default, without any further notice, and shall be liable for any loss caused to us from this delay, including loss of profit. Furthermore, without prejudice to any rights of set off or lien we may be entitled to, we shall be entitled to debit any amount due to your Bank Account and/or to any other temporary account, at such interest rate as we may specify from time to time.
- 9.4. For the purposes of being provided with the Services, you agree and undertake to provide us with any securities agreed between the Parties. Should the provision of securities by you be agreed between the Parties, we are entitled to treat the provision of such securities as a prerequisite to the commencement of the provision of the Services.
- 9.5. All assets, including any kind of Financial Instruments or funds which come, by any means, into our possession for your account or the disposal of which we undertake for your account, shall be subject to our right of lien. We shall therefore be entitled to refuse to deliver any of them to you or to any other person to your order until you fulfil your obligations towards us. We shall not be liable for any losses caused to you or to any third party by the exercise of the right of lien or by any other lawful measures, which may be taken by us, in settlement of our claims against you, including any future or contingent claims.
- 9.6. In case we carry out a transaction on your behalf which is not covered by the balance of your Bank Account, you will immediately pay the difference between the said balance and the cost of the transaction. You hereby acknowledge and accept that we shall have the following rights (but not the obligation) in relation to any outstanding amount, either pursuant to this Clause or any other Clause of the Agreement:
- a) To withhold any amounts in cash or Financial Instruments or other assets managed or possessed by us in any manner.
 - b) To sell or in any other way liquidate any of your Financial Instruments or other assets which are for any reason in our possession or control and with the liquidation proceeds to cover part or the total difference; where the Financial Instruments or assets in our possession or control are more than one, we shall be entitled to choose between them, at our discretion.
 - c) To annul, close, terminate, reverse, or enter into any transaction or do anything which will result in reducing or eliminating any outstanding amount or any of your obligations to us.

- d) Without your authorization, to set-off or use any amount held for your account and/or to your credit against any of your obligations to us and/or to combine any of your accounts held with us.
 - e) Without your authorization, to debit any amount due to your Bank Account and/or to any other temporary account.
- 9.7. If you owe any amount to us, regardless of whether you are in default as to its settlement, we shall be entitled to demand from you to deliver to us and/or retain in our possession, as security for our claims, any Financial Instruments or other assets which we shall deem necessary, the value of which should be at least equal to the amount owed to us as we shall specify to you, in each case. To this extent, you will be obliged to sign any necessary document and do any necessary act for providing any such security in our favour.
- 9.8. You will bear any cost incurred by us for the granting, administration and possible liquidation of your Financial Instruments or assets as well as any legal and other expenses.
- 9.9. We have the right to refuse to proceed to the fulfilment of our obligations under the Agreement, for as long as we maintain any claims against you, whether these are due, future, or contingent and regardless of whether these arise from the same transaction relationship from which our aforementioned obligations arise.

10. Costs and Associated Charges

- 10.1. We shall be entitled to fees in respect of the Services provided by us to you, as these shall be determined by our charging policy in force from time to time.
- 10.2. You are liable for and are obliged to pay to us immediately upon demand our fees, as well as any other expenses which we have incurred and/or are payable in relation to the provision of the Services.
- 10.3. You will also bear any cost incurred by us for any legal and other expenses.
- 10.4. You hereby authorise us to debit immediately your Bank Account with the payable costs and charges. In case there is no available balance in your Bank Account and/or, where applicable, you do not maintain an account with us, we shall be entitled to debit any amount due to your Bank Account and/or a temporary account at such interest rate as we may specify from time to time.
- 10.5. Information on the costs and charges:
- a) in respect of the Services provided by BOC, is posted on the Website, at the link <https://www.bankofcyprus.com/en-gb/Personal/the-bank/mifid/costs-and-associated-charges/> and/or are otherwise made available to you in writing,
 - b) in respect of the Services provided by CISCO, except for those indicated in (c) below, is posted on the Website, at the following links:
 - (i) <http://www.cisco-online.com.cy/brokerage-services/our-business/pricing/>,
 - (ii) <http://www.cisco-online.com.cy/brokerage-services/boc-at-a-glance/pricing-transactions-cse-ase/>,
 - (iii) <http://www.cisco-online.com.cy/brokerage-services/directors-cvs/pricing/>,
 - c) in respect of the services of portfolio management and investment advice provided by CISCO, has been made available to you in the Agreement (including its Schedules) and/or the MiFID Pre-Contractual Information Package.
- 10.6. Any updates and/or amendments to the relevant costs and charges shall be communicated to you in writing or published on the Website.

11. Handling of Complaints

11.1. You should address any complaints about the Services we provide to you in accordance with our complaints management policy. Information about our complaints management policy is available upon request. The details of the process to be followed when handling a complaint and the contact details of our complaints management function are published on the Website.

12. Deposit and Investment Protection

12.1. You may, under certain preconditions, be entitled to compensation from the Investor Compensation Fund for Clients of Banks, from the Investor Compensation Fund for Clients of Investment Firms and/or from the Deposit Guarantee and Resolution of Credit and Other Institutions Scheme. Information on the Investor Compensation Funds and the Deposit Guarantee Scheme has been made available to you in the MiFID Pre-Contractual Information Package.

13. Liability and Indemnity

13.1. We shall not be liable for any loss suffered by you in connection with the Services we provide to you under the Agreement (and in particular, but without limitation, we shall not be liable for any loss which may arise from the purchase, holding or sale of any Financial Instruments) unless such loss arises directly from gross negligence, wilful default or fraud on our part and/or our directors and/or our employees and/or our representatives.

Provided that we shall not be liable to you or any other person for any consequential, circumstantial, special, or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, commercial losses and damages) which are incurred by you in connection with the Agreement.

13.2. We shall not be liable for any loss of opportunity because of which the value of your Financial Instruments could have been increased or for any decrease in the value of your Financial Instruments, howsoever caused, save to the extent that such loss or decrease is directly due to the gross negligence, wilful default, or fraud on our part and/or our directors and/or our employees and/or our representatives.

13.3. We shall not be liable for any loss caused by misrepresentation of facts or by error of judgment or any act done or omitted to be done by us whenever caused, save to the extent that such act or omission is directly due to the gross negligence, wilful default, or fraud on our part and/or our directors and/or our employees and/or our representatives.

13.4. Save in cases of gross negligence, wilful default or fraud on our part, you will indemnify and keep us indemnified and/or our directors and/or our employees and/or our representatives for any claim by third parties and/or for any loss, liability, costs or expenses which we or any third party may have reasonably incurred or paid in respect of any act or omission of, or instruction given by you and/or your Authorized Representative / Attorney and/or due to the performance of the Agreement and/or the provision of any Services and/or the liquidation of any of your Financial Instruments in settlement of any of our claims.

13.5. We shall not be liable for any act or omission or for the solvency of any counterparty, bank, or other third party which acts on your behalf or with or through whom transactions on your behalf are carried out.

13.6. In case your Financial Instruments are deposited for safekeeping with a third-party custodian:

- a) the third-party custodian may have a security interest, lien or right of set-off on or in relation to these Financial Instruments and we shall have no liability,
- b) we shall not be liable for any act, omission or for the solvency of the third-party custodian and/or for the loss of any of your Financial Instruments or other assets which are deposited with the third-party custodian, and

- c) we shall be liable only for any loss suffered by you because of gross negligence, wilful default, or fraud on our part and/or our directors and/or our employees and/or our representatives in the appointment and/or monitoring of the third-party custodian.

13.7. In case of any change of your data provided to us from time to time, we shall not be liable for the carrying out of acts based upon the data which we had at our disposal prior to being informed of such change.

13.8. Any information or recommendations by us which are made available in any way to you within the framework of the Agreement, are strictly personal, are addressed to you only, and their publication, reproduction, or disclosure in any way by you to any third party is forbidden and we shall have no liability towards third parties for this reason.

13.9. You hereby acknowledge and accept that, during the provision of the Services, we shall have no responsibility as to the content of any order, instruction or notice, the identity of the person placing the order or giving any other form of instruction or notice, or the authority of such person to operate your Bank Account or to dispose of the underlying Financial Instruments, except where we have knowledge or reasonable grounds to suspect that an order, instruction or notice is unauthorised or fraudulent. Nor shall we have any responsibility for any error as to the balance of the Bank Account and/or the invalidity of the titles of your Financial Instruments, except only in cases of gross negligence, wilful default, or fraud on our part and/or our directors and/or our employees and/or our representatives.

13.10. We shall not be liable to you for having acted wrongly or mistakenly or for failing to act wholly or in part in accordance with your orders or instructions, provided that any act, error, or omission is:

- a) a result of us acting in good faith and a reasonable misunderstanding of the order or instructions,
- b) an error resulting from factors beyond our reasonable control, or
- c) a result of any failure of technical equipment beyond our reasonable control.

You agree to fully indemnify us and/or our directors and/or our employees and/or our representatives for any loss reasonably incurred as a result of us acting according to orders and instructions received in the above manner.

13.11. You acknowledge and accept the risk of:

- a) delay, mistakes and/or misinterpretations in orders or any other form of instructions given by telephone, fax, internet and/or software operating through the internet, e-mail and/or other electronic means due to technical or mechanic failures in the electronic or telephone or fax and/or other systems,
- b) you and/or your Authorized Representative/Attorney having acted wrongly or mistakenly in giving an order or instruction, and
- c) orders that may be placed by unauthorized persons.

13.12. We shall not be liable if, during the provision of Services other than investment advice and portfolio management, we:

- a) based on the information received by you regarding your knowledge and experience in the investment field relevant to the specific type of Financial Instrument or investment service offered or demanded, have warned you that the investment service or Financial Instrument envisaged is not appropriate for you, or
- b) due to your failure to provide the information regarding your knowledge and experience or due to the provision of outdated, incomplete, inaccurate, and insufficient relevant information, have warned you that we are not able to determine whether the investment service or Financial Instrument envisaged is appropriate for you,

and, despite the said warning, you have chosen to proceed with the said transaction.

13.13. We shall not be liable in the event that, during the provision of investment advice and portfolio management, we have assessed that, based on the information received under the suitability test, certain investment services and/or Financial Instruments are not suitable for you, but you insist on proceeding with the particular services and/or Financial Instruments.

13.14. Where we provide the service of portfolio management, you accept that, unless explicitly specified in writing, we give no warranty as to the performance and/or profitability of the Portfolio or any part of it. We cannot guarantee that the Financial Instruments and other assets acquired in the Portfolio will not depreciate or that they will not be affected by adverse tax consequences.

14. Force Majeure

14.1. Neither Party shall be liable for the non-performance or improper performance of its obligations under the Agreement, if such Party is prevented from or delayed by reason of occurrence of force majeure circumstances, including but not limited to the following:

- a) flood, earthquake, or other natural disasters,
- b) war, military actions, rebellion, civil disorder, strike,
- c) decisions by the legislative and/or other bodies of the Republic of Cyprus (including the Central Bank of Cyprus, the Cyprus Securities and Exchange Commission or the Cyprus Stock Exchange) and other countries, that make it impossible for the Party to fulfil its obligations under the Agreement,
- d) discontinuance or suspension of the operation of any Market,
- e) failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown, or unavailability of access to the internet, and
- f) other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement.

14.2. Upon occurrence of force majeure circumstances, the affected Party shall notify in writing the other Party within two (2) Business Days. Failure by the affected Party to notify the other Party thereof shall preclude the affected Party from relying on the occurrence of the force majeure circumstances as an excuse for the non-performance or improper performance of its obligations under the Agreement.

Provided that, we reserve the right to notify you via posting on the Website or via publication in a daily newspaper.

14.3. In case of occurrence of force majeure circumstances and submitting by the affected Party of the above relevant notice, the term for performance by the affected Party of its obligations under the Agreement shall be extended for a time-period equal to the duration of these circumstances and their consequences.

14.4. Should the force majeure circumstances last more than fifteen (15) Business Days, the non-affected Party shall be entitled to terminate the Agreement immediately by notice in writing to the other Party. Any outstanding obligations and/or payments between the Parties shall be settled according to Clause 10 of Section C.

15. Representations of Client

15.1. You warrant, declare, and represent to us, the following:

- a) You have not been induced, coerced, or otherwise persuaded to enter into the Agreement and/or have not entered into the Agreement based on any representation other than what is included in the Agreement.
- b) You are a natural / legal person, with full power and authority to enter into the Agreement and to execute the provisions thereof.

- c) The conclusion and execution of the Agreement have been duly approved by all relevant bodies and/or authorities and do not contravene any legislation, constitutional document or agreement that bind or affect you or your assets.
- d) The English language is a language with which you are adequately conversant and familiar, to understand the contents of the Agreement and any communication between the Parties.
- e) You will not publicise, reproduce, or disclose in any way to any third party any information or recommendations by us which are made available in any way to you within the framework of the Agreement.
- f) In case you have not selected in Schedule 1 the service of investment advice:
 - i. You understand that we do not provide investment advice or recommendation to you, nor do we state an opinion in relation to a transaction on which you may rely to make an investment decision.
 - ii. You understand that you will make your own assessment of any transaction and shall not rely on any report, opinion, research, news, prices, or analysis provided by us; such information aims to facilitate you to take your own investment decision and does not constitute investment advice. We make no representation and assume no liability as to the accuracy or completeness of the information provided.
- g) The funds, the Financial Instruments, and other assets which you deliver from time to time to us belong exclusively to you and are owned by you free from any lien, charge, pledge and/or any other encumbrance or claim by any third party, unless you have otherwise disclosed to us in writing.
- h) The funds, the Financial Instruments, and other assets which you deliver from time to time to us are not connected directly or indirectly to any illegal acts or criminal activities.
- i) The funds, the Financial Instruments, and other assets and/or other documents which you deliver to us are genuine, valid, and free of any defect and they shall have the legal effect which they purport to have.
- j) You accept that we reserve the right to reject, accept or proceed in partial fulfilment of your instructions of any nature. Save as otherwise provided for in the Agreement, we are under no obligation to monitor your trading or funding or other activity; therefore, we may execute an order received by you without any further inquiry unless we deem, in our sole discretion, that this is necessary.
- k) You will, at all times, provide us with up to date, accurate and complete information, as well as inform us immediately in writing of any change of the information provided, including any change of any data you provide us from time to time, even if the change of the data has been announced or published.
- l) You act in your personal capacity and not as a trustee of any third party, unless you have presented, to our satisfaction, documents permitting you to act as a trustee of any third party.
- m) Save as otherwise provided for in the Agreement, you are fully aware of the risks entailed in any investment in Financial Instruments (for which risks we shall not be liable) and are financially able to recover from any loss that might result from such investments.
- n) In case you are a legal person, you have obtained and will duly renew and maintain a LEI code that pertains to you. You will immediately inform us in writing of any changes to such LEI code and of any new LEI code issued to you.

Section C – General Terms and Conditions

1. Confidentiality

- 1.1. The Parties mutually acknowledge that the content of the Agreement is confidential. The Parties are prohibited from disclosing to any third party, part or whole of, the content of the Agreement, as well as any information on our activities and or on any of the Parties that became known to the Parties in the context of the Agreement, unless such disclosure is obligatory under any applicable legislation, regulation or any administrative or judicial decision.

2. Applicable Law and Jurisdiction

- 2.1. The Agreement and any Services provided under it by us to you shall be governed by and construed in accordance with the laws of the Republic of Cyprus and, subject to the proviso below, to the maximum extent

permitted by the applicable law from time to time, the competent courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.

Provided that this Clause shall not prejudice our right to take legal action in any other courts abroad which have jurisdiction, whether concurrently or not, as well as to register and execute any judgment taken by a competent court of the Republic of Cyprus.

- 2.2. Where you are not incorporated, established, or constituted in the Republic of Cyprus, you will appoint the process agent specified in Schedule 2 as your agent to receive, to the extent permitted by applicable law, on your behalf, service of court process. If such process agent ceases to be your process agent, you will promptly appoint a replacement process agent in the Republic of Cyprus and notify us of its name and address.
- 2.3. For our benefit, you irrevocably agree:
 - a) to waive any sovereign or other immunity to which you or your assets may now or hereafter be entitled, and any objection which you may now or hereafter have to the laying of the venue of any proceedings in such courts and any claim that such proceedings have been brought in an inconvenient or inappropriate jurisdiction or forum, and
 - b) that you will raise no objection to or take any other step to prevent or obstruct the enforcement in the courts of another jurisdiction of a judgment in any proceedings brought in the courts of the Republic of Cyprus.

3. Assignment

- 3.1. The Agreement shall be personal to you, and you will not be entitled to assign and/or transfer any of your rights and/or obligations under the Agreement.
- 3.2. We may at any time, without your consent, assign and/or transfer any of our rights and/or obligations under the Agreement to a third party (including any company of the Bank of Cyprus Group) in whole or in part. We shall notify you of any such assignment.

4. Binding nature of the Agreement

- 4.1. The Agreement shall be continuous and enforceable irrespective of any change at any time in our staff or structure for any reason and shall be valid to our benefit (including any company that may undertake our business in any way or may result from our reorganization or merger) and shall also be valid to the benefit of any purchaser of our undertaking.

5. Severability

- 5.1. Each of the provisions of the Agreement is distinct and severable. If at any time any provision of the Agreement shall be rendered invalid, illegal, or non-enforceable, it shall be deemed to be deleted to the extent necessary to rectify such invalidity, illegality or non-enforceability and all other provisions of the Agreement shall remain enforceable and valid.

6. No waiver

- 6.1. Negligence, tolerance, or forbearance on the part of any Party with respect to its rights under the Agreement shall not in any case be deemed a silent or other waiver or abandonment of rights.

7. Joint accounts

- 7.1. Where the Client will be more than one person, the obligations of the Client under the Agreement shall be joint and several and any reference to the Client in the Agreement shall be interpreted, where applicable, as reference to any one or more of these persons.
- 7.2. Unless otherwise specified in any relevant power of attorney, resolution, or mandate, satisfactory to us at our absolute discretion:
 - a) any notice or communication given to any of such persons which constitute the Client shall be deemed to have been given to all the persons constituting the Client and
 - b) any order, notice or communication given by any of these persons which constitute the Client shall be deemed to have been given by and/or on behalf of all the persons which constitute the Client.
- 7.3. Where the Client will be more than one person, upon the death, or dissolution in case of a legal person, of any one of such persons, we shall consider the survivor as the only person entitled to the funds and Financial Instruments of the Client, subject to the provisions of any legislation, including the income tax law, unless it has been provided otherwise under a specific express mandate by the Client.

8. Duration of Agreement

- 8.1. The Agreement becomes effective on the Effective Date for an indefinite time-period until its termination as described in the Agreement.

9. Amendment of Agreement

- 9.1. We may amend unilaterally the terms of the Agreement, by sending notice in writing to you, describing the relevant amendments.
- 9.2. Subject to Clause 9.3 below, the amendments of the terms of the Agreement shall enter into force as of the date specified in the said notice, which date shall be at least fifteen (15) Business Days after the sending date of the notice.
- 9.3. Amendments made to reflect any change in the legislation and/or decisions and/or directives and/or regulations of the Cyprus Stock Exchange and/or the Market and/or the Cyprus Securities and Exchange Commission and/or the Central Bank of Cyprus and/or other appropriate authorities in Cyprus or abroad may take effect immediately.
- 9.4. In case you do not agree with the amendments of the terms of the Agreement, you will be entitled to terminate the Agreement in accordance with Clause 10 below.
- 9.5. In case, following the receipt of the notice, you have not terminated the Agreement in accordance with Clause 10 below or you have given orders and/or taken other actions to effect a transaction, this will be deemed as acceptance by you of the contents of the amendments and of the Agreement as amended.
- 9.6. No amendment of the terms of the Agreement shall affect any outstanding order, transaction or any other rights or obligations, which exist at the date of the amendment of the Agreement.
- 9.7. A copy of the amended version of any terms of the Agreement, any material changes to any of our policies and procedures referenced in the Agreement and updates to information provided in respect of the Services shall be provided to you in writing or on the Website.

10. Termination

10.1. Subject to the below proviso, any Party shall be entitled to terminate the Agreement at any time by giving to the other Party fifteen (15) Business Days' notice in writing.

Provided that you will be entitled to terminate the Agreement only when there are no open positions traded and you have no outstanding obligations to us.

10.2. We shall be entitled to terminate the Agreement with immediate effect at any time, without giving notice in case of:

- a) your death,
- b) issuance of a resolution, filing of a petition and/or issue of judgment for your winding up and/or liquidation and/or bankruptcy and/or in case you come into an agreement or arrangement with your creditors,
- c) your failure and/or refusal to fulfil and/or comply fully with any of your obligations under the Agreement and/or your actions which result in the termination of the Agreement,
- d) such termination is required by any competent regulatory / supervisory authority,
- e) revocation of the power of attorney, resolution or mandate referred to in Clause 8 of Section B above,
- f) you being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means in relation to the performance of the Agreement,
- g) you involving us or being involved in any type of behaviour which is contrary to good faith or not in line with applicable anti-money laundering regulations,
- h) you acting contrary to any of our policies and/or procedures.

10.3. The provisions of Clause 9 of Section B shall continue to apply even after the termination of the Agreement.

10.4. In case of termination of the Agreement, any other lawful rights or obligations that have arisen during or before the termination of the Agreement shall not be affected and you will be obliged to pay to us, inter alia:

- a) any of our outstanding fees and any other amount payable to us,
- b) any expenses incurred by us in the provision of the Services under the Agreement
- c) any expenses which we incur or shall incur as a result of the termination of the Agreement, and
- d) any losses arising during the arrangement or the settlement of any outstanding obligations.

10.5. Upon termination of the Agreement, we shall arrange, as soon as practically possible, for the delivery to you or to your order of any of your funds or assets or Financial Instruments which are in our possession or control, provided that we shall have the right to retain such funds and/or assets and/or Financial Instruments which may be necessary for the settlement of transactions already executed and/or for the payment of any of your outstanding obligations including, without any limitation, the payment of any amount which you owe to us under the Agreement.

10.6. In case of termination of the Agreement for any reason, we shall have no liability towards you.

11. Entire Agreement

11.1. The Agreement, together with its Schedules, shall constitute the entire agreement between the Parties in accordance with the provisions of the Law and supersedes any previous agreement between the Parties in relation to the same subject matter.

11.2. The Agreement also supersedes and extinguishes all previous promises, assurances, warranties, representations, and understandings between the Parties, whether in writing or oral, for the purpose of concluding the Agreement. You agree that you will have no remedy in respect of any statement, representation, warranty or undertaking (whether made innocently or negligently) that is not set out in the Agreement.

- 11.3. You hereby acknowledge and solemnly declare that:
- a) you have received and/or have had the opportunity to receive a copy of the Agreement prior to the date of its signing and you have had the opportunity to get advice from a lawyer and/or accountant and/or professional advisor of your choice,
 - b) you have carefully read and have fully understood the entire contents of the Agreement with which you absolutely and unreservedly agree, and you accept that you will be fully bound by its terms, and
 - c) documents and information which do not form part of the Agreement but provide more detail on us and the Services provided to you by us, including the MiFID Pre-Contractual Information Package, have been made available to you prior to the execution of the Agreement.
- 11.4. The Parties agree and declare that the Agreement and any amendments thereto and / or any other related documents may be signed either by hand or with the use of approved electronic signatures within the meaning of Regulation (EU) No 910 / 2014 of the European Parliament and of the Council of 23rd of July 2014 on electronic identification and trust services for electronic transactions in the internal market (the 'Regulation') and Law 55 (I) / 2018 of the Republic of Cyprus in relation to the application of the Regulation, as these are amended or replaced from time to time.
- 11.5. The Parties agree and accept that the Agreement may consist of more than one identical counterparts, each of which will be signed by one party and by witnesses if necessary, and such counterparts shall together be considered as a complete document bearing the signatures of all parties and of the witnesses, if any.
- 11.6. The Parties have signed the Agreement on the day and year specified on the first page of the Agreement.

12. Definitions and Interpretation

Interpretation

- 12.1. Any capitalised terms in the Agreement, except where the context otherwise provides, shall have the meaning attributed in the Definitions below.
- 12.2. References in the Agreement to Schedules shall be deemed to be references to schedules to the Agreement, the terms of which shall be incorporated into and form part of the Agreement and references in the Agreement to Clauses shall, unless specified otherwise, be deemed to be references to clauses of the Agreement.
- 12.3. The headings used in the Agreement are for convenience only and shall not affect the construction or interpretation hereof.
- 12.4. Reference to persons shall mean natural and/or legal persons, the singular shall include the plural and vice versa and either gender shall include the other, except where the context otherwise requires.
- 12.5. Without prejudice to the Definitions, any term used in the Agreement and not otherwise interpreted shall have the meaning attributed thereto in the Law.

Definitions

- 12.6. For the purposes of the Agreement:

"Agreement" means the present agreement for the provision of investment services and activities and ancillary services as this may, from time to time, be amended or replaced.

"AIF" means an Alternative Investment Fund as defined in the Alternative Investment Fund Managers Law of 2013 (Law 56(I)/2013) as this may, from time to time be amended, replaced, expanded, or re-enacted.

“Authorised Representative / Attorney” means the person described in Clause 6 of Section B.

“Bank Account” means one or more bank account(s) opened by the Client with BOC or another bank in Cyprus or abroad.

“Business day” means a day, other than a Saturday, a Sunday, or a public holiday, on which commercial banks are open for business in Cyprus.

“Effective Date” has the meaning given to it on the first page of the Agreement.

“Electronic Services” means the financial services and the information provided by us to you, to which you will have access through our approved software, website, and any other electronic service that we may from time to time deem appropriate.

“Financial Instruments” means the financial instruments as specified in Part III of the First Appendix of Law 87(I)/2017.

“In writing” includes facsimile and electronic mail.

“Law” means:

- (a) Law 87(1)/2017,
 - (b) the Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (“MiFIR”),
 - (c) any delegated and implementing acts adopted pursuant to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“MiFID”) and MiFIR,
 - (d) any regulations, arrangements, directives, decisions, circulars and practices of the Cyprus Securities and Exchange Commission and/or the Central Bank of Cyprus, as supervisory authority, where applicable, that are issued pursuant to Law 87(I)/2017,
 - (e) any regulations, arrangements, directives, decisions, circulars, and practices of the Cyprus Stock Exchange, of the London Stock Exchange or of any other Market,
- as these may from time to time be amended, replaced, expanded, or re-enacted.

“Law 87(I)/2017” means the Investment Services and Activities and Regulated Markets Law of 2017, as this may, from time to time be amended, replaced, expanded, or re-enacted.

“LEI” means the Legal Entity Identifier, a 20-character, alpha-numeric code that connects to key reference information which enables clear and unique identification of legal entities participating in global financial markets.

“Market” means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organised or not and whether it is in Cyprus or abroad.

“MiFID Pre-Contractual Information Package” means the pre-contractual information package provided to you by us as this may, from to time, be amended or replaced.

“Party” means BOC and/or CISCO, as applicable, and the Client (collectively referred to as the **“Parties”**).

“Portfolio” means the portfolio of Financial Instruments and other assets placed from time to time under our management.

“Services” means the investment services and activities and ancillary services provided or to be provided by us to you as per Clause 2.1 of Part 1 of Section A.

“**Website**” means the website of BOC and/or CISCO, as applicable, and as indicated on the MiFID Pre-Contractual Information Package.

“**Working Hours**” means the working hours as indicated on the Website.

Schedule 1 – Requested Services

I request that Bank of Cyprus Public Company Ltd provide me with the following Services (mark with X what is applicable):

- Reception and transmission of orders in relation to one or more Financial Instruments
- Execution of orders on behalf of clients
- Investment advice
- Global custody services
- Foreign exchange services where these are connected to the provision of investment services
- Investment research and financial analysis or other forms of general recommendation relating to transactions in Financial Instruments
- Investment services and activities as well as ancillary services of the type mentioned above related to the underlying of the derivatives included under points (5), (6), (7) and (10) of Part III of the First Appendix of Law 87(I)/2017 where these are connected to the provision of investment or ancillary services

I request that The Cyprus Investment and Securities Corporation Ltd provide me with the following Services (mark with X what is applicable):

- Reception and transmission of orders in relation to one or more Financial Instruments
- Execution of orders on behalf of clients
- Portfolio management
- Investment advice
- Global custody services
- Foreign exchange services where these are connected to the provision of investment services
- 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
- Investment research and financial analysis or other forms of general recommendation relating to transactions in Financial Instruments

Schedule 2 – Client Questionnaire

For offering good service, protection, and promotion of your interests, it is important for you to provide us with the necessary information data regarding yourself. Please take all steps to complete this questionnaire fully and precisely.

A. CLIENT DATA		
I. Natural Person		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:	Marital Status:	Number of Dependents:
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	

Note: Please complete the part below only in case where the Services shall be provided to a second natural person jointly with the first natural person.

Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:	Marital Status:	Number of Dependants:
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
II. Legal Person		
Name:	Place and Registration number:	Form of Legal Person:
Legal Entity Identifier (LEI):	LEI's Expiry Date:	
Telephone number:	Fax:	E-mail:

Registered Office / Seat:		
Main Business:		
Correspondence Address (if different):		
Data of Representatives of Legal Person (Directors / Members of Management Committee)		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Representative with Client: Director / Member of Management Committee <i>(delete and/or add accordingly)</i>		

Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Representative with Client: Director / Member of Management Committee <i>(delete and/or add accordingly)</i>		
Process Agent (if Client is not incorporated, established, or constituted in the Republic of Cyprus)		
Name of process agent <i>(which must be a Cyprus law firm/ accounting firm):</i>		
Address of process agent:		
Fax:		

B. DATA OF CLIENT'S AUTHORISED REPRESENTATIVE(S) / ATTORNEY(S) / GUARDIAN(S) (if any)		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):	Identity Card's Expiry Date:	
Passport number and Country of Issue:	Passport's Expiry Date:	
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Authorised Representative / Attorney / Guardian with Client:		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		

Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Authorised Representative / Attorney / Guardian with Client:		
C. ATTACHMENTS		
Please attach to this questionnaire, where applicable, the following documents:		
<p>In case you are a natural person:</p> <p>(a) True copy of the Identity Card and Passport (for Cypriot citizens) or Passport (for foreigners).</p> <p>(b) True copy of the Identity Card and/or Passport of Authorized Representative / Attorney / Guardian(s) (if applicable).</p> <p>(c) Original power of attorney duly certified for your representation by us and/or by a third person (if applicable).</p> <p>(d) Copy of a utility bill (such as Electricity Authority or Telecommunications Authority) or other document to our satisfaction confirming your permanent address.</p> <p>In case you are a legal person:</p> <p>(a) Certified copy of the Memorandum and Articles.</p> <p>(b) Certified copy of the Certificate of Incorporation / Registration and where you trade by a business name, certified copy of the Certificate of Business Name.</p> <p>(c) Where you are a public company, certificate from the Registrar of Companies that the company is able to commence business.</p> <p>(d) Original Certificate of Directors of a date of issue not more than thirty (30) Business Days from the date of signing the Agreement.</p> <p>(e) Certified copy of the Certificate of Shareholders (in the case of private company) / Partners / Members.</p>		

- (f) Certified copy of a resolution of the board of directors or other appropriate board or body for your representation by us and/or by your director/s and/or by a third person (if applicable).
 - (g) True copy of the Identity Card and/or Passport of representative/s (director/s).
 - (h) True copy of the Identity Card and/or Passport of the Authorised Representative / Attorney (if applicable).
- In case you are a legal person of a foreign country, you must submit all documents requested and approved by us depending on your country of origin.

Provided that the above documents are not exhaustive, and we may require additional documents where this shall be deemed necessary or becomes necessary pursuant to legislation / regulations / directives.

D. CLIENT'S DECLARATION

I/We confirm that I/we have carefully read the content of this questionnaire and that I/we have provided all the required information which concerns me/us, and I/we hereby declare and confirm that this is true and correct and that I/we have not withheld any relevant or substantial information. Further, I/we undertake to inform you immediately in writing of any change of this information.

I/We confirm that I/we have delivered all that is required in accordance with Part C above and that these are genuine and authentic, and their contents is true and correct.

Full name:	_____	Full name:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

WITNESS

Full name and Address

.....

Signature

.....

Schedule 3 – Portfolio Management and Investment Advice Services

This Schedule shall apply only where you are a client of CISCO.

1. INITIAL COMPOSITION OF PORTFOLIO

(Financial Instruments and assets of the Client in the Portfolio and their value at the date of their deposit according to Part 2 below)

2. METHOD OF VALUATION OF FINANCIAL INSTRUMENTS

Listed Financial Instruments are valued, daily, at market prices. For non-listed Financial Instruments or when we consider that the market price of listed Financial Instruments is not representative, the fair value is determined, at least semi-annually, by using market accepted valuation techniques that incorporate factors such as market inputs, recent arm's length transactions, references to the current value of another instrument that is substantially the same or other widely used and acceptable valuation tools and models.

3. ALLOWABLE ASSET CLASSES

The allowable investment universe will consist of the following asset classes: (mark with X what is applicable)

- Equities
- Fixed income
- Alternative investments
- Cash and cash equivalents
- Other (specify)

4. ALLOWABLE FINANCIAL INSTRUMENTS

Allowable financial instruments would include, among others, the following (mark with X what is applicable)

- Transferable Securities
- Money Market Instruments
- Units in collective investment undertakings
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- Financial contracts for differences

5. RESTRICTIONS IN PORTFOLIO MANAGEMENT

6. PORTFOLIO PERFORMANCE

The benchmark against which the Portfolio performance will be compared is the following composite benchmark:

7. COSTS AND ASSOCIATED CHARGES

A. Management fees

Annual management fee¹ plus VAT

¹Where the annual management fee is not a fixed amount, but stated as a percentage, it will be calculated on the total daily average assets under management, payable quarterly, excluding assets invested in AIFs managed by CISCO.

Performance Fee

B. Advisory fees

C. Administration fees

Schedule 4 – Global Custody Services

To the extent that there is any inconsistency between the terms of this Schedule and the other provisions of the Agreement, this Schedule shall prevail. This Schedule supersedes any previous agreement between the Parties in relation to the same subject matter.

This Schedule governs the provision by us of global custody services to you and sets out the additional terms on which we shall provide such services.

Terms used in this Schedule but not defined herein shall have the meaning ascribed to them in the Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions

1.1. In this Schedule, the following capitalised terms shall have the following meanings:

'Account'	means the Cash Account and the Custody Account.
'Affiliate(s)'	means, in respect of any company, a legal entity from time to time (i) in which the relevant company (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) owns at least 10% or more of the shares or (ii) over which the relevant company (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) exercises management control, regardless of its shareholding in such entity.
'Applicable Law'	means the relevant local laws, regulations, decrees, orders and government acts, and the rules, operating procedures and practices of any relevant stock exchange, Clearing System or market, where or through which Instructions are to be carried out and to which we are subject and as exist in the country in which any Investments or Cash are held, including, without limitation, the Law and the legislation, decisions, directives and regulations of the Cyprus Stock Exchange, the Cyprus Securities and Exchange Commission, the Central Bank of Cyprus and other appropriate authorities in Cyprus.
'Authorised Representative(s)'	means each "Authorised Representative / Attorney" (as defined in the Agreement) and/or any other of your officers, employees or agents as you may authorise or appoint either alone or with others, as specified by you to act on your behalf in the giving of Instructions to and communicating with us and the performance of any other acts, discretions or duties on your behalf under this Schedule, including all persons specified by you as permitted users of any other agreed electronic communication system.
'Cash'	means money or cash funds of any sort and in any currency.
'Cash Account'	means an account or accounts for all Cash received for your account pursuant to the terms of this Schedule.
'Clearing System'	means the clearance and settlement systems operated by Euroclear UK & Ireland Limited, Euroclear Bank S.A./N.V., and Clearstream Banking Luxembourg S.A., the Central Securities Depository and Central Registry operated by the Cyprus Stock Exchange, ATHEX CSD Hellenic Central Securities Depository, ATHEXCLEAR Athens Exchange Clearing House, CITIBANK N.A, and any other generally recognised market clearance facility, settlement system, dematerialised book entry system, centralised custodial depository, foreign exchange settlement system or similar facility, system or depository.

‘Corporate Action’	means any corporate action or event including, without limitation, any events concerning (i) take-overs, (ii) other offers or capital reorganisations, (iii) bonus, rights or scrip issues, (iv) warrants and other similar interests, conversion and subscription rights and other rights accruing in respect of your Investments.
‘Custody Account’	means an account or accounts for the receipt, safekeeping, maintenance, and settlement of transactions in respect of Investments held on your account pursuant to the terms of this Schedule.
‘Global Custody Services’	<p>means the services described in Clause 2 which, without limitation, shall comprise the following:</p> <ul style="list-style-type: none"> • Set up and maintenance of Investments records • Set up and maintenance of Cash Accounts • Safe custody of the Property • Income collection and processing • Corporate Action processing • Voting processing • Tax relief services • Standard custody reporting <p>The services described above will be provided as a package in accordance with, and subject to the detailed terms of the Agreement.</p>
‘Income’	means any dividends, interest payments and other entitlements accruing to you in respect of the Property.
‘Insolvency Event’	means the occurrence of one or more the following events: the making of a bankruptcy order, the presentation of a winding-up petition which is not withdrawn or dismissed within thirty (30) Business Days, the making of a winding-up order or passing of a winding-up resolution, the appointment of an administrator, an examiner or receiver, an insolvent reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or the occurrence of any similar or analogous insolvency event in any jurisdiction.
‘Instruction’	means any instruction given by you to us in respect of Global Custody Services.
‘Investments’	means any financial asset (other than Cash) including, without limitation, stocks, shares, bonds, debentures, units in collective investment schemes / funds or undertakings, notes or other obligations for the payment of money, real estate and any other assets, and all documents evidencing title in respect thereof.
‘Property’	means the Investments and/or any other property of any kind from time to time held by us for you pursuant to this Schedule.
‘Sub-Custodian’	means a person appointed by us for the safe-keeping, clearance, and settlement of Investments, including, without limitation, an Affiliate or, where applicable, branch of ours.
‘Taxes’	means all taxes, duties, levies, imposts, charges, assessments, deductions, withholdings, and related liabilities, including additions to tax, penalties and interest imposed on or in respect of (i) Investments or Cash, (ii) the transactions effected under this Schedule or (iii) you; provided that ‘Taxes’ does not include income or franchise taxes imposed on or measured by our net income or that of our agents.
‘Transaction’	means a transaction in respect of Investments.

- 1.2. References in this Schedule to Clauses shall, unless specified otherwise, be deemed to be references to clauses of this Schedule.

2. Global Custody Services

The Global Custody Services provided by us cover the following:

Opening and maintenance of Accounts

- 2.1. You authorise us to open and maintain on our books the Accounts, for the purpose of recording your holding of and entitlement to Cash and Investments.

Safekeeping of Investments

- 2.2. We shall be responsible for the safekeeping of your Investments in accordance with this Schedule and the MiFID Pre-Contractual Information Package.
- 2.3. Your Investments may be 'pooled' with the Investments of other clients of ours or of a Sub-Custodian, either by us or by such Sub-Custodian. Where such pooling takes place:
- a) you will be treated as the beneficial owner of such proportion of the relevant Investments, as the number of your Investments bears to the total number of Investments held and shall be entitled to such distribution of any payments or other distributions (whether Income or capital), interest or dividends or other entitlements, rights or benefits that arise in respect of the Investments that have been pooled as corresponds pro-rata to the Investments deposited with us or a Sub-Custodian which are entitled to the same distribution or interest or dividends or other entitlements, rights or benefits,
 - b) if a distribution requires the allocation of a fraction of an asset or unit of currency to you, we shall be entitled to credit to the Cash Account an amount which we calculate to be the value of the fractional entitlement in lieu of allocating such entitlement to you,
 - c) we shall have no obligation to redeliver the Investments originally deposited but shall redeliver Investments of the same number, class, denomination, and issue as the Investments originally deposited, and
 - d) in the event of an irreconcilable shortfall, following the default of any Sub-Custodian or otherwise, you may share in that shortfall proportionately with our other clients.

Receipt and Delivery of Investments or Cash

- 2.1. We shall determine in our reasonable discretion whether to accept (i) for custody in the Custody Account, Investments of any kind and (ii) for deposit in the Cash Account, Cash in any currency.
- 2.5. We shall use our reasonable efforts to receive into or deliver, in accordance with your Instructions, any Investments or Cash to be credited to or to be debited from your Accounts, using such settlement, clearing and other systems as we may select, on the terms of business of the operators of such systems, provided that:
- a) we hold, receive, or have credited to our order all necessary Investments, documents or Cash in advance of the contractual settlement date and in accordance with your instructions, and
 - b) we receive comprehensive and timely Instructions, in accordance with the provisions of this Schedule, to deliver or receive Investments or Cash.
- 2.6. We shall not be obligated to credit Investments in the Custody Account before receipt of such Investments by way of final settlement.
- 2.7. Delivery or payment to the other party to a Transaction shall be at your risk and our obligation to account to you for any Investments or the proceeds of sale thereof is conditional on us receiving or having credited to our order such Investments or such proceeds of sale.

- 2.8. In the event that we receive Instructions that result in the delivery of Investments exceeding credits to the Custody Account for that Investment, we may reject the Instructions or may decide which Investments we shall deliver (in whole or in part, and in the order we select).
- 2.9. We shall not be obliged to make a credit to the Cash Account before receipt by us of a corresponding and final payment in cleared funds. If we make a credit or debit before such receipt, we may at any time reverse all or part of the credit or debit (including any interest thereon), make an appropriate entry to the Cash Account, and if we reasonably so decide, require repayment of any amount corresponding to any debit.
- 2.10. We shall not be obliged to make any debit to the Cash Account which might result in or increase a debit balance but may do so at our discretion. If the total amount of debits to the Cash Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Cash Account, we may decide which debits we shall make (in whole or in part, and in the order we select).
- 2.11. If we, in our discretion, make a delivery or payment in respect of a Transaction before receiving or having credited to our order any necessary documents, Investments or Cash from you, then, pending such receipt or credit, we shall, notwithstanding any entry made on any of your Accounts, have no obligation to account to you for the relevant Cash or Investments. If you do not provide the necessary Investments, Cash, or documents promptly, we may, at our discretion:
- a) settle the Transaction on its contractual settlement date and charge you for any costs incurred in doing so,
 - b) settle the Transaction late and charge you for any costs incurred as a result of late or failed settlement,
 - c) reverse any entry in any Account and fail to complete the Transaction, or
 - d) treat the agreement set out in this Schedule as terminated and proceed in accordance with Clause 15.
- 2.12. Unless we, in our discretion decide otherwise, we shall generally operate a settlement system under which your Cash Account is debited with the purchase cost as of the actual date of settlement with the counterparty or agent concerned, or credited with the proceeds of sale on the actual date of receipt of cleared funds or, if later, after any currency conversion (irrespective of the contractual date of settlement) and your Custody Account shall be credited or debited accordingly.
- 2.13. Notwithstanding anything herein to the contrary, any Transaction may be settled in accordance with the customary procedures for such Transaction in the market in which such Transaction occurs, including, without limitation, delivering Investments before payment and paying for Investments before delivery.
- 2.14. We shall collect and process Income for you and may deduct from Income received such sums on account of Taxes which in our reasonable opinion are required to be deducted or withheld or for which we are liable or accountable under the law or practice of any relevant revenue authority in any jurisdiction. Income will be credited to a bank account in your name either on the contractual payment date of Income or on the date of actual receipt of cleared funds. Our liability for any failure to collect or process Income shall be determined under Clause 11.
- Provided that, we shall neither be obliged to know which Taxes are required to be deducted or withheld nor be obliged to monitor the applicable legislation in any jurisdiction and/or Market regarding taxation related to your Investments.
- 2.15. You will bear the risk and expense associated with investing in Investments and/or maintaining Cash denominated in any currency.

Settlement of other transactions

- 2.16. We shall receive all interest, dividends and other payments or distributions in respect of Investments and all sale proceeds, redemption money and capital sums in respect thereof, and shall credit such money to the Cash Account or pay such money in accordance with your Instructions, after deducting any Taxes or other sums payable.
- 2.17. We shall surrender Investments against receipt of money payable at maturity or on redemption in accordance with your Instructions.
- 2.18. We shall exchange Investments in interim or temporary form for Investments in definitive form in accordance with your Instructions.
- 2.19. We shall, in respect of all Investments held by us, use reasonable efforts to deliver to you all notices, tender or exchange documents and similar documentation relating to Corporate Actions.
- 2.20. We shall, in accordance with your Instructions, and subject to funds being made available by you, satisfy calls on partly paid Investments or pay instalments due on Investments.

3. Foreign Exchange

- 3.1. BOC shall effect custody-related spot foreign exchange transactions for you as banker at its own prevailing rates of exchange either on Instructions or as it in its discretion may think fit either before or after termination of this Schedule.
- 3.2. You will only give Instructions to BOC to effect foreign exchange transactions for proper commercial purposes, such as in connection with the settlement of a transaction, and not for investment or speculative purposes only. This Clause 3 applies solely to custody-related spot foreign exchange transactions and not to forward contracts and other foreign exchange derivative transactions which shall be undertaken by BOC only where you have entered into an internationally recognised derivatives contract with BOC.
- 3.3. We may act as principal in respect of such transactions.
- 3.4. This Clause 3 does not apply when CISCO provides Global Custody Services.

4. Appointment of agents and Sub-Custodians

- 4.1. We may use agents, including Affiliates, to carry out our obligations hereunder.
- 4.2. Subject as follows, we may, at our discretion, and without being obliged to give any prior notification to you, use one or more Sub-Custodians to hold Cash and Investments and may delegate the provision of any Global Custody Services to any such Sub-Custodian.
- 4.3. The appointment of a Sub-Custodian shall be on such terms as we may determine including, without limitation, terms that are customary or appropriate for the investment or market concerned or for the deposit of Investments in a depository system.
- 4.4. If a Sub-Custodian fails to account to us for any Transactions or Investments for any reason or otherwise fails to deliver up any Investments or the proceeds of sale of any Investments, or otherwise to perform its obligations, we accept liability for any acts or omissions if the Sub-Custodian is a branch or Affiliate of ours. In respect of all other Sub-Custodians, we shall, in the absence of our own fraud, wilful default or gross negligence, have no liability arising out of the actions, omissions or default of any Sub-Custodian, but may take such steps as may reasonably be requested by you to pursue and enforce such remedies as you may have against any such Sub-

Custodian, subject to you accepting liability for and providing adequate security in respect of our costs properly incurred in connection therewith.

5. Giving of instructions

- 5.1. Instructions shall be sent by you by any manner or means which we determine from time to time. At present, we accept orders by mail, telephone, fax, e-mail, through an online / electronic platform or delivery by hand. Instructions shall also comply with the following requirements:
- a) where you are a legal entity, any Instructions in writing (whether original or sent by fax transmission) must be signed by an Authorised Representative and must be sent on your letter head,
 - b) any instructions sent by electronic transmission (e-mail) must be sent from the e-mail account provided by you to us in writing, and
 - c) Instructions must be given in the English or Greek language.
- 5.2. Any Instructions which comply or purport to comply with the above requirements shall be deemed to be valid Instructions and we may rely on them without being required to verify that any signature or purported signature is genuine or whether the author or purported author had actual authority to give such Instructions or whether any such authority had been withdrawn. We shall not be responsible for acting on any Instructions given in accordance with the above requirements on a fraudulent basis or otherwise without the authority or not in your best interests, except where we have knowledge or reasonable grounds to suspect that an Instruction is fraudulent or unauthorised.
- 5.3. We may, in the case of every Transaction, require you to send Instructions which comply with the provisions of this Clause. Notwithstanding this Clause, however, we can rely on any Instruction which we reasonably believe has been given by you, by whatever means given, and which is given:
- a) to us, or
 - b) in the case of any Instruction for the settlement of any Transaction for the purchase or sale of Investments only, to any of our Affiliates when an order is placed for such sale or purchase of Investments.
- 5.4. We shall not be obliged and may refuse to act in accordance with any Instruction and shall not incur any liability to you for failing to act, delay in acting or error in the carrying out of any Instruction if we:
- a) consider any part of it to be unclear or ambiguous,
 - b) consider that it does not contain all information which we reasonably require to carry out such Instruction, or
 - c) are in any doubt as to the authenticity of the Instruction.
- In such an event we shall promptly notify you of our decision.
- 5.5. We shall be entitled to assume that any Instructions which we reasonably believe have come from you and been given in accordance with this Clause 5 are valid and effective Instructions given by a person properly authorised to give such Instructions on your behalf.
- 5.6. We shall not be responsible for errors or omissions made by you or resulting from fraud or the duplication of any Instruction by you, and we may act on any Instruction by reference to an account number only, even if no account name or a different account name is provided.

6. Corporate Actions and voting

- 6.1. We shall use reasonable efforts to:
- a) inform you in a timely manner of publicly announced information and any other information which is received by us from our sources relating to Corporate Actions, Income or the exercise of voting rights relating to the Investments, and facilitate the exercise of shareholder rights where relevant, including the right to participate and vote in general meetings,

- b) send and procure that Sub-Custodians send such documentation and/or other communications as are necessary to obtain the benefit of such Corporate Actions or give effect to Instructed voting requirements,
 - c) comply with Instructions and the terms of each Corporate Action as far as is reasonably possible so as to acquire the benefit of such Corporate Action or give effect to Instructed voting requirements, and
 - d) complete proxies enabling either you or your designated agent to exercise the voting rights where instructed to do so.
- 6.2. We accept no responsibility if any such public announcement subsequently proves to be inaccurate or incomplete.
- 6.3. Where we receive Instructions from you in respect of any such Corporate Action, we shall use reasonable efforts to take all steps necessary to comply with such Instructions, provided that such Instructions are received by us by such deadline as is notified to you by us. If you give no Instructions within the appropriate time, we shall take such action as we may in writing have offered to take in the absence of such Instructions or, if we have not offered to take any action, we reserve the right at our discretion to act (or refrain from acting) as we deem fit in response to any such communication.
- 6.4. The benefit of a Corporate Action is not guaranteed by us where:
- a) timely Instruction has not been received,
 - b) we are Instructed by you to delay registration of the Investments, or
 - c) such benefit has not been delivered to us by the issuer or Sub-Custodian.

7. Further provisions

- 7.1. To enable us to perform our obligations under this Schedule, we may, without further authority from you:
- a) withdraw from any Cash Account, for ourselves and others, ordinary expenses due to third parties for handling Investments and other similar items relating to our duties under this Schedule, provided that such payments are accounted for to you,
 - b) set off credit balances on any Cash Account against debit balances on any other Cash Account,
 - c) enter into spot and forward foreign exchange contracts on your behalf including, without limitation, for the purpose of Clause 7.1(b). The counterparty to any such Transaction may be us acting as principal, or an Affiliate, or a Sub-Custodian,
 - d) in your name or on your behalf, sign any affidavits, certificates of ownership and other certificates and documents relating to Investments which may be required (i) to obtain any Investments or Cash or (ii) by any tax or regulatory authority,
 - e) collect, receive and/or credit the Custody Account or Cash Account, as appropriate, with all Income, payments, and distributions in respect of Investments and any capital arising out of or in connection with Investments (including all Investments received by us as a result of a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise) and take any action necessary and proper in connection therewith,
 - f) exchange interim or temporary receipts for definitive certificates, and old or over-stamped certificates for new certificates,
 - g) make any payment by debiting the Cash Account or any other of your designated accounts with us as required to effect any Instruction, and
 - h) in general, and unless instructed otherwise by you, do all such things and perform all such administrative duties on our own behalf or on your behalf as may be necessary in connection with any transfer or other dealing with your Investments or otherwise to effect the purposes of this Schedule, and you agree to execute such further documents, resolutions, mandates or powers of attorney as may be necessary to give us the powers required by this Clause 7.1(h) or to give effect to those powers.

Provided that, Clauses 7.1(c) and 7.1(f) do not apply when CISCO provides Global Custody Services.

8. Fees, charges, expenses, and interest

8.1. You will pay our published fees and charges, in force from time to time for the Global Custody Services provided by us and all expenses properly incurred by us with respect thereto. Our fees, as well as any commissions, taxes and/or other expenses shall be made available to you in writing before the Effective Date. Any updates and/or amendments to the relevant costs and charges shall be provided to you in writing or published on the Website. We may debit any Account in respect of such fees and charges. We shall not, unless otherwise agreed, pay interest on any Cash which we hold for you.

9. Lien, right of sale and set off

9.1. In addition to any lien or other rights to which we may be entitled under any Applicable Law or any other provision of the Agreement, we shall have a general lien over the Property (other than Cash) in respect of all sums properly due and payable to us by your (whether actual or contingent) under the terms of this Schedule.

9.2. Subject to Clause 9.3, and without prejudice to any other right or remedy which we may have, we are entitled to enforce the lien described in Clause 9.1 by the sale and disposal of all or any part of the Property (other than Cash) in such manner and at such price as we may deem expedient without being responsible for any loss and to apply the net proceeds thereof in or towards payment or discharge of any sum or liability owed by you to us as we may see fit.

9.3. We may only enforce the lien described in Clause 9.1 if we have given notice to you containing:

- a) details of the amount due and how it became due,
- b) a request for discharge of the sum due, and
- c) a description of the part or parts of the Property (other than Cash) which will be sold if you do not pay the amount due in full within ten (10) Business Days.

9.4. Where a Clearing System is involved in relation to your assets, such Clearing System may have a security interest or lien over, or a right of set-off in relation to, the relevant assets. In case your Investments are deposited for safekeeping with a Sub-Custodian, the Sub-Custodian may have a security interest, lien or right of set-off on or in relation to these Investments. We shall have no liability in the event of the exercise, by the Clearing System or Sub-Custodian, of such rights and/or interest.

9.5. Nothing in this Clause 9 shall be construed as or take effect as a charge or security interest requiring registration against you under the governing law of the Agreement.

9.6. To the extent permitted by Applicable Law and in addition to any other remedies available to us under Applicable Law or any other provision of the Agreement, we may, without prior notice to you, set off any payment obligation owed to us by you in connection with all liabilities arising under this Schedule against any payment obligation owed by us to you under this Schedule or the Agreement regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary).

10. Representations and warranties

10.1. You represent and warrant to us on a continuous basis that any information which you have provided to us, including in relation to your status for taxation purposes, is complete and accurate and you agree to provide any

further information properly required by any competent authority. You will notify us forthwith if there is any change in any such information provided.

- 10.2. The representations and warranties set out in this Clause 10 and in the Agreement shall survive the signing and delivery of the Agreement and you will be deemed to repeat them each time Property is deposited with us, and each time Instructions are given and acted upon.
- 10.3. You will promptly give (or procure to be given) to us such information as we may require enabling us to comply with all applicable disclosure obligations or requirements from time to time under Applicable Law.
- 10.4. In case you hold 5% or more of the shares in a company in which Investments take place pursuant to the Agreement, you hereby undertake to inform us in writing of such ownership, as well as of all applicable disclosure obligations or requirements under the relevant Market and/or jurisdiction.
- 10.5. You agree and acknowledge that any breach of any of the representations and warranties given by you under this Clause 10 and/or under the Agreement and any breach of any of the provisions of this Schedule by you (including any failure of you to provide information to us as provided for under this Clause 10) may adversely affect the your Investments and Cash and the provision of services by us to you under this Schedule or under the Agreement.

11. Exclusion and limitation of liability

- 11.1. Neither we nor any director, officer or employee of ours shall be liable for any claim, loss, damage or expense suffered by you under or in connection with this Schedule unless caused (but subject to the provisions of Clause 11.5) by our or their gross negligence, wilful default or fraud.
- 11.2. Without prejudice to the generality of Clause 11.1:
 - a) we shall not be liable if any Investment received from a third party is invalid, or fraudulent, whether by reason of invalidity or failure of signature, or of forgery, falsity, incompleteness or otherwise,
 - b) we shall not be liable for any default by any intermediate broker, investment exchange, clearing house or market depository; provided that we shall take such steps as you may reasonably request to pursue such remedies as you may have against any such third party, or any such intermediate broker, investment exchange, clearing house or market depository subject to you accepting liability for and providing adequate security for our costs,
 - c) in no event shall we, any third party who acts on our behalf (whether affiliated to us or not), or our directors, officers, or employees or of any such third party be liable for consequential or special damages (whether foreseeable or not), or unforeseeable damages, however caused. Any liability of ours under this Schedule shall be limited to an obligation to try to replace any lost Investments with equivalent Investments or, at our option, to pay an amount equal to the market price of such Investments (as determined by us) at the date of loss. Any additional liability in respect of loss of funds shall be limited to the payment of interest on our standard terms for the period of loss.
- 11.3. We shall not be liable for failing to carry out any Instruction or to do anything where the carrying out of such Instruction or the doing of such action would be in breach of any Applicable Law.
- 11.4. You will be solely responsible for all filings, tax returns and reports on any transactions in respect of Investments or Cash or relating to Investments or Cash as may be required by any relevant authority, whether governmental or otherwise.
- 11.5. Our liability under Clause 11.1 will not extend to any liabilities arising through any acts, events of circumstances outside our reasonable control and that of our agents or resulting from the general risk of investment in or the holding of assets in any jurisdiction including, but not limited to, liabilities arising from:
 - a) any changes in Applicable Law,

- b) orders, decisions, or regulations of a governmental, supranational,
- c) nationalisation, expropriation or other governmental or supranational actions,
- d) regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations, or fluctuations,
- e) market conditions affecting the execution or settlement of transactions or the value of assets,
- f) breakdown, failure or malfunction of any third-party transport, telecommunications, computer services or systems,
- g) natural disasters or acts of God,
- h) war, terrorism, insurrection, or revolution, and
- i) strikes or industrial action.

11.6. Should an Insolvency Event, in relation to us or any of our agents, occurs, for the purposes of Clause 11.1, gross negligence, fraud and wilful default will be judged by reference to our acts or those of any of our agents, in performance of our or their duties, and will not be deemed to have occurred solely by virtue of the occurrence of an Insolvency Event.

11.7. Unless specifically agreed otherwise, we are not acting as an investment manager, nor as an investment, legal or tax adviser to you, and our duty is solely to act as a custodian in accordance with the terms of this Schedule.

11.8. We are not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided under Clauses 6.1 and 6.2 of the Schedule not prepared by us including the accuracy or completeness of any translation provided by us in regard to such forwarded communication.

11.9. Nothing in this Schedule or in the Agreement will exclude or limit any rights you may have under any Applicable Law, to the extent that such rights may not be excluded or limited.

12. Taxation

12.1. *Information.* You will provide us, from time to time and in a timely manner, with information and proof (copies or originals) as we reasonably request, as to your and/or the underlying beneficial owner's tax status or residence. Such information and proof may include, as appropriate, executing certificates, making representations and warranties, or providing other information or documents in respect of Investments, as we deem necessary or proper to fulfil obligations under the Applicable Law.

12.2. *Payment.* If any Taxes become payable with respect to any payment to be made to you, such Taxes will be payable by you, and we may withhold the Taxes from such payment. We may withhold any Cash held or received with respect to the Cash Account and apply such Cash in satisfaction of such Taxes. If any Taxes become payable with respect to any prior payment made to you by us, we may withhold any Cash in satisfaction of such prior Taxes. You will remain liable for any deficiency, even when such deficiency arises post termination of this Schedule or the Agreement. As soon as we notify you of any deficiency, you will arrange for the payment and/or reimbursement to us of the relevant amount. You are also responsible for reclaiming any Taxes that may be deemed reclaimable.

12.3. *Tax Relief.* In the event you request that we provide tax relief services and we agree to provide such services, we shall apply for appropriate tax relief (either by way of reduced tax rates at the time of an Income payment or retrospective tax reclaims in certain markets as agreed from time to time); provided you provide to us such documentation and information as to you or your underlying beneficial owner clients as is necessary to secure such tax relief. However, in no event shall we be responsible, or liable, for any Taxes resulting from the inability to secure tax relief for any reason, or for the failure of you or any beneficial owner to obtain the benefit of credits, based on foreign taxes withheld, against any Income tax liability.

12.4. *Debiting of Cash Account with Taxes.* You hereby authorise us to debit any Cash Account with all Taxes (including any penalties for delay) payable, directly, or indirectly, to any tax authorities by us on your behalf or otherwise

in direct relation to the Investments, Cash and transactions held or carried out pursuant to or in connection with this Schedule.

- 12.5. *Tax Indemnity.* You hereby undertake to indemnify us for all Taxes, fines or penalties due by us in our capacity as your custodian and in relation to the Investments, Cash and transactions carried out under this Schedule or the Agreement, resulting from incorrect information in the documents provided by your or from the delivery to us or to any other third party of erroneous or incorrect information, or from the withholding of information by you or any other person, or from any delay on the part of any tax administration or authority or any other event beyond our control.

13. Confidentiality

- 13.1. Notwithstanding the general provisions of the Agreement, we may disclose confidential information relating to you or your Property to third parties (including Affiliates of the relevant party) where this is necessary to perform our obligations under this Schedule.

14. Further assistance

- 14.1. Each of the parties shall execute all deeds or documents (including any power of attorney, resolution, or mandate) and do all such other things that may be required from time to time for the purpose of giving effect to the terms of this Schedule and the transactions contemplated hereby.

15. Termination

- 15.1. Any Party shall be entitled to terminate this Schedule at any time by giving to the other Party fifteen (15) Business Days' notice in writing.
- 15.2. We shall be entitled to terminate this Schedule at any time, without giving notice where:
- a) an Insolvency Event has occurred in relation to you,
 - b) you have committed a material breach or are in persistent breach of the terms of this Schedule or of the Agreement and have not remedied the specified breach which is capable of being remedied within fifteen (15) Business Days of notice served on you by us specifying the breach which must be remedied,
 - c) the Agreement is being or has been terminated in accordance with its terms, or
 - d) such termination is required by any competent regulatory / supervisory authority.
- 15.3. Provided that there are no open positions traded and you have no outstanding obligations to us, you will be entitled to terminate this Schedule, without giving notice where:
- a) an Insolvency Event has occurred in relation to us, or
 - b) we have committed a material breach or are in persistent breach of the terms of this Schedule or of the Agreement and have not remedied the specified breach which is capable of being remedied within fifteen (15) Business Days of notice served on us by you specifying the breach which must be remedied.
- 15.4. All limitations of liability and indemnifications in this Schedule and any other provision which, on its proper construction, is intended to survive termination, shall survive termination.
- 15.5. In case of termination of this Schedule, any other lawful rights or obligations that have arisen during or before the termination of the Schedule shall not be affected and you will be obliged to pay to us, inter alia:
- a) any of our outstanding fees and any other amount payable to us,
 - b) any expenses incurred by us in the provision of Global Custody Services under this Schedule,
 - c) any additional expenses which we incur or shall incur as a result of the termination of the Schedule, and
 - d) any losses arising during the arrangement or the settlement of the outstanding obligations.

- 15.6. On termination, we shall account to you for all Investments and Cash which we hold in any Account and shall, where appropriate, instruct any nominee company or Sub-Custodian to do the same, except that we shall be entitled:
- a) to retain such Investments and/or Cash as may be required to settle any outstanding Transactions and to pay any of your outstanding liabilities in respect of this Schedule, including liabilities to us,
 - b) to sell any Investments to realise Cash to satisfy any outstanding liability, or
 - c) to cancel, close out, terminate, reverse, or refuse to settle any Transaction or do anything which has the effect of reducing or eliminating any liability in respect of any Transaction.
- 15.7. Within one month after termination, for whatever reason, you will collect or provide delivery instructions in respect of all Cash and Investments held by us (or our agents) under this Schedule, failing which we shall deliver such Cash and Investments to you. Upon the return by us of the Cash and Investments, our obligations, and liabilities to you shall cease.

16. Assignment

- 16.1. This Schedule is personal to you and shall not be capable of assignment by you or of being transferred by you. We may, on giving one month's prior notice in writing to you, appoint any appropriate Affiliate as custodian in our place and shall then transfer to such appointee all the benefits of this Schedule and all our obligations hereunder, provided that the transfer shall include all relevant rights and obligations under the Agreement or that the relevant Affiliate shall enter into a separate agreement with you on substantially the same terms as provided for by the relevant provisions of the Agreement. Any successor in interest of ourselves or yourselves respectively shall be bound by this Schedule.