

**AGREEMENT FOR THE PROVISION OF INVESTMENT SERVICES  
AND ACTIVITIES AND ANCILLARY SERVICES**

This agreement/distance contract, is available in the English language and is entered into today the \_\_\_\_\_ in \_\_\_\_\_ between Eurivex Ltd (Registration No. HE255430), with its business address at 18 Kyriacou Matsi, Victory Tower, 1<sup>st</sup> floor, Nicosia 1082 Cyprus (hereinafter called “the **Company**”), and Mr/Ms/Mrs/Messrs \_\_\_\_\_, identity card number / passport number / registration number \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the **Client**”).

WHEREAS the Company is a Cypriot Investment Firm authorized to provide the Services listed in paragraph 2.1 below by the Cyprus Securities and Exchange Commission (hereinafter called “the **CySEC**”) under license number 114/10 (dated 02 March 2010) and

WHEREAS the Client wants to make use of the Services provided by the Company, having completed for this purpose all the relevant account opening documentation and the Clients Questionnaire attached hereto as **Appendix A**,

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

**1. Interpretation of Terms**

1.1 In this Agreement, except where the context otherwise requires, the following terms shall have the following meaning:

“Agreement”	means the present Agreement as this may, from time to time, be amended or replaced.
“Appendix”	means the Appendices of the Agreement as these may, from time to time be amended or replaced and which constitute an integral part of this Agreement
“Bank Account”	means the bank account as per paragraph 9 below
“Custody of financial Instruments”	means custody of financial instruments such as shares, bonds and any other transferrable security that may be held in safe custody
“Directive”	means any Directive of the Cyprus Securities and Exchange Commission as supervisory authority, that is issued pursuant to the Law, as this may from time to time be amended or replaced
“Distance Contract”	means any contract concerning services concluded between Eurivex and a Retail Client under an organized distance service-provision scheme run by the Company, which, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded, having no minimum duration
“Durable Medium”	means any instrument which enables the Client to store information addressed personally to him, in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
“Electronic Services”	means the financial services and/or information provided by the Company to the Client, through access to its approved software, platform, website, and any other electronic service that the Company may from time to time provide
“Exchange”	means any Regulated Market
“Financial Instruments”	means the Financial Instruments as per paragraph 2.1 below
“Investment Advice”	means the provision of personal recommendation to the Client either after his request or on the initiative of the Company, in relation to one or more transactions related to Financial Instruments, either directly or through his agent. For the purposes of this definition, a personal recommendation is a recommendation that is presented as suitable for the Client or is based on a consideration of the circumstances of the Client and advises the Client to take one of the following sets of steps: (i) to buy, sell, subscribe for, exchange, redeem, hold or underwrite a particular Financial Instrument, (ii) to exercise or not exercise any right conferred by a particular Financial Instrument to buy, sell, subscribe for, exchange or redeem a Financial Instrument, but does not include a recommendation that is issued exclusively through distribution channels or to the public
“Law”	means the Main Legislation L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets as this may, from time to time be amended or replaced
“Market”	means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Cyprus or abroad
“Parties”	means the two parties to the Agreement i.e. the Company and the Client
“Retail Client”	a physical person who is not a professional client or an eligible counterparty
“Services”	means the investment services and activities and ancillary services provided or to be provided by the Company to the Client as per paragraph 2.2 below

1.2 Any term used in this Agreement and not otherwise interpreted, shall have the meaning attributed thereto in the Law and/or any Directive.

1.3 Headings of the paragraphs shall be used solely for ease of reference and shall not affect the contents and interpretation of the Agreement.

1.4 Unless the context otherwise requires, reference to persons shall also include legal persons, the singular shall include the plural and vice versa and either gender shall include the other.

1.5 Reference to any agreement (including without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time be amended, expanded or replaced and to all agreements and documents which are declared to be supplementary to them or are attached thereto.

## 2. Provision of Services

2.1 The Investment and Ancillary Services which the Company has the right to provide in relation to one or more Financial Instruments as specified in its relevant license are the following:

### Investment Services and Activities:

- (a) Reception, Transmission and Execution of orders in relation to one or more Financial Instruments, and
- (b) Dealing on Own Account.

### Ancillary Services:

- (a) Safekeeping and administration of Financial Instruments for the account of clients, including custodianship and related services such as cash/collateral management,
- (b) Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings, and
- (c) Foreign exchange services where these are connected to the provision of investment services.

### Financial Instruments:

- (a) Transferable financial instruments,
- (b) Money market instruments,
- (c) Units in collective investment undertakings,
- (d) 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,
- (e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of default or other termination event),
- (f) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF,
- (g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in paragraph 6 of Part III of the Law and not being for commercial purposes, which have the characteristics of other derivative Financial Instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls,
- (h) Derivative instruments for the transfer of credit risk,
- (i) Financial Contracts for Differences, and
- (j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative Financial Instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

2.2 The Company agrees to provide the Client the Services requested in **Section 3 of Appendix A** of this agreement.

## 3. Client Categorisation

3.1 Based on the information provided and in accordance with the provisions of the Law, the Client has been categorised as a **Retail/Professional** Client and agrees that he will be subject to the rules of professional conduct which govern the Company's relationship with **Retail/Professional Clients**.

3.2 For Retail clients: The Client has the right to request in writing to be categorised as a Professional Client but in such case, he will be afforded fewer regulatory protections. The Company will assess specified quantitative and qualitative criteria in accordance with the provisions of the Law and the change of categorization will depend on its absolute discretion.

3.3 For Professional clients: The Client has the right to request in writing to be categorised as a Retail Client so that he will be afforded higher regulatory protections. The Company will assess specified quantitative and qualitative criteria in accordance with the provisions of the Law and the change of categorization will depend on its absolute discretion.

3.4 The Client is obliged to notify the Company of any changes in his personal information that can affect his categorization.

## 4. Client Warranties and Representation

4.1 The Client represents and warrants to the Company, that:

- (a) He has the authority to enter into this Agreement and to execute the provisions thereof and in case of a legal person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents,
- (b) He is not under any legal disability with respect to, and is not subject to any law or regulation which prevents his performance of this agreement or any Contract or transaction contemplated by this agreement,
- (c) He acts as principle and not as an authorised representative / attorney or trustee of any third party, unless other documents are presented to the Company's satisfaction prior to signing the agreement, that allow him to act as an authorised representative or a trustee to a third party,
- (d) The Financial Instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal acts or criminal activities,
- (e) The Financial Instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to

the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing,

- (f) The Financial Instruments and/or documents which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have,
- (g) He undertakes that throughout the duration of this agreement, he will promptly notify the Company of any changes to his personal or financial data, in order to allow the Company determine whether the Investment Service or Financial Instrument envisaged is appropriate for him, and
- (h) The information provided by the Client to the Company is complete, true, accurate and not misleading in any material respect.

## **5. Indemnity and Liability**

5.1 The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client or its Authorized Representative / Attorney in the performance of his obligations under this agreement and/or the liquidation of any Financial Instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this agreement.

5.2 The Company shall not be liable for any loss, expense, cost or liability incurred by the Client in relation to this agreement, unless such loss, expense, cost or liability result from gross negligence, willful default or fraud by the Company. The Company shall not be liable for any consequential loss or damage.

5.3 The Company shall not be liable for any loss of opportunity as a result of which the value of the Financial Instruments of the Client could have been increased or for any decrease in the value of the Financial Instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.

5.4 The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission result from gross negligence, willful default or fraud by the Company.

5.5 The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

## **6. Reception & Transmission and Execution of Orders**

6.1 The Company's Order Execution Policy is set out in **Appendix C**. By signing this agreement, the Client accepts that he has read and understood and accepted all the information contained in **Appendix C**, as this information is provided to him as a separate document and also available through the Company's website.

6.2 The Client authorizes the Company to rely and act in accordance with any order which appears to have been placed (and has been reasonably accepted as such by the Company) by the Client.

6.3 The Client may transmit orders via telephone, fax, mail, delivery by hand, Electronic Services or in such other manner as it may be specified from time to time, provided the Company is satisfied, at its absolute discretion, as to the identity of the person placing the order as well as for the validity of the order.

6.4 The Client agrees that the Company may record all telephone conversations between the Client and the Company's employees or representatives and use such recordings or transcripts from such recordings as evidence towards any dispute.

6.5 Each order of the Client to the Company must be precise and must describe its object with accuracy. Any orders for amendments or confirmations must be expressly defined as such. The Company reserves the right, in order to safeguard the Client's transactions, to require the Client, at his own expense, to confirm such orders in writing before transmitting them for execution. The Company reserves the right to specify the contents of the order as it should be completed and submitted by the Client to the Company for it to be a valid and binding order under the Agreement.

6.6 Any orders of the Client, once placed, cannot be revoked or amended except where the Company can and shall allow the Client to revoke or amend the relevant order.

6.7 Reception of the order by the Company shall not constitute acceptance and acceptance shall only be constituted by the transmission for execution of the order.

6.8 The Company, upon acceptance of the order, shall only be liable for its due transmission to a third party having the ability to execute such order.

6.9 The Company shall be obliged to transmit Client orders sequentially and promptly, unless the delay in transmitting the order is to the benefit of the Client and provided that the Client has not objected such delay.

6.10 The Company has the right to transmit Client's orders for partial execution, unless there are clear instructions from the Client to the contrary.

6.11 The Company may combine Client orders with orders of other clients if it reasonably believes that it will be in the overall best interest of the clients.

The Client acknowledges and accepts the risk of mistakes or misinterpretations in the orders sent through the telephone, fax, internet, or other electronic means due to technical or mechanic failures in the electronic or telephone or fax or other systems, the risk of delay or other problems as well as the risk that the orders may be placed by unauthorized persons and agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance to such orders. The Client accepts that during the reception and transmission of his order, the Company shall have no responsibility as to its content or the identity of the person placing the order, except for gross negligence, willful default or fraud by the Company.

## 7. Orders through the Internet

7.1 Upon signing this Agreement, the Client is entitled to a username and password (hereinafter called “Security Information”) for Electronic Services, to place orders for the purchase and sale of Financial Instruments with the Company, through an internet trading platform service (“Electronic Service”) offering access to information and trading in financial instruments, via an internet service, a WAP service and/or an electronic routing system. The Client accepts and agrees that the Company may terminate the Client’s access to Electronic Services and or the electronic platform or to any part thereof at its absolute and unlimited discretion.

7.2 The Client agrees and declares that:

- (a) He will ensure that any Security Information issued by the Company in relation to the use of an Electronic Service will only be used by him and will not be disclosed to any other person,
- (b) He shall destroy any written notification of his Security Information upon receipt,
- (c) He shall avoid choosing numbers, passwords etc. which may be easy to guess such as birthdays and telephone numbers,
- (d) He shall never write down or record his Security Information without disguising it, and
- (e) He shall be liable for all orders given through his Security Information and any orders received in this manner by the Company shall be considered to have been given by the Client.

7.3 The Client undertakes to notify the Company immediately if he notices or has any reason to suspect that:

- (a) His Security Information has been learnt or may be misused by any person,
- (b) Any unauthorized or irregular transaction was recorded on his account
- (c) An erroneous order confirmation or any similar inaccurate or conflicting statement or information, and
- (d) He has received data, information or software via an Electronic Service other than that which he is entitled to receive pursuant to this Agreement.

7.4 In case the Client gives orders through the Electronic Services, the Client agrees to transmit orders to the Company using the electronic means designated by the Company specifically for the purpose of placing orders from time to time and for which the Security Information have been given. In addition, the Client agrees to be bound by any consent he gives through the Electronic Services for the provision by the Company of notifications, declarations, financial confirmations and other communications to him only through electronic transmissions.

7.5 The Client acknowledges that the provision of an Electronic Service may involve information being transported over an open network, the internet, which is accessible to anybody. Information is therefore transmitted regularly and without control across borders. The Company takes reasonable steps to avoid information being intercepted and read by third parties, however it is not always possible to avoid someone other than the Company from gaining access to information about the Client and his dealings with the Company.

## 8. Refusal of Transmission of Orders

8.1 The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to transmit any order, including without limitation the following circumstances:

- (a) If the execution of the order aims or may aim to manipulate the market price of the Financial Instruments (market manipulation),
- (b) If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading),
- (c) If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering),
- (d) If the execution of the order affects or may affect in any manner the integrity or the efficient operation of the Market,
- (e) If the Client has insufficient funds to cover the purchase of Financial Instruments or if there is insufficient number of Financial Instruments to cover their sale,
- (f) If the Client fails to fulfil any of his obligations towards the Company under this Agreement.

8.2 Any such refusal by the Company shall not affect any obligation which the Client may have towards the Company.

## 9. Client Money

9.1 The Client’s money which will be used for the provision of Investment Services shall be held in the name of the Client and/or in the name of the Company on behalf of the client (Client’s Account) in an account with any bank or other institution which the Company shall specify from time to time (hereinafter called “the Bank Account”). The Company will not be held liable for the insolvency, act or omissions of any bank or other third party holding Client money.

9.2 The Client’s money in accordance with the provisions of paragraph 9.1 may be held with money of other clients in a pooled Bank account, and although segregated from the Company’s money it may not be segregated from the money held for other clients within the relevant Bank account. Consequently, in the event of default on the part of the bank or other institution which causes a shortfall in the money held in the pooled account, the Client may share proportionately in that shortfall.

9.3 The Client authorizes the Company to make deposits and/or withdrawals from the Bank Account on his behalf including, without prejudice to the generality of the above, withdrawals for settlement of all transactions undertaken by this Agreement and all amounts payable by or on behalf of the Client to the Company or to any other third party.

9.4 The Client authorizes the Company to apply inactivity fees and charges on a quarterly basis if the Client has not made a trade, deposit or withdrawal during the previous six months after the last transaction has been concluded successfully and such fees will be deducted from the available cash balance of the Client held with the Company without the need for further authorisation.

9.5 The Client’s money transfers to the Company after the account opening has been approved may be done through Banks, regulated and licensed in the EEA Electronic Money Institutions (EMIs) or Acquiring companies as these may be stipulated by the Company to facilitate the clearing of transfers.

## **10. Titles of Ownership of Financial Instruments**

10.1 The Financial Instruments delivered by the Client to the Company or purchased by the Company on behalf of the Client shall be registered in the name of the Client and/or in the name of the Company on behalf of the Client.

## **11. Safekeeping of Financial Instruments**

11.1 The Client's Financial Instruments shall be deposited for safekeeping with a third party / custodian in the name of the Client and/or in the name of the Company on behalf of the client subject to the terms of this agreement. Such Financial Instruments may not be separately identifiable from the proprietary Financial Instruments of the third party / custodian and in such cases the Client may not be fully protected against any act, omission or the insolvency of the third party / custodian.

11.2 The Company shall act with diligence and care during the appointment and monitoring of the third party / custodian for the holding and safeguarding of Financial Instruments. The Company shall not be liable for any loss suffered by the Client due to any act, omission or the insolvency of the third party / custodian, unless such loss is the result of gross negligence or fraud by the Company in the appointment or monitoring of the third party / custodian.

11.3 The Client's Financial Instruments in accordance with the provisions of paragraph 11.1 may be held with Financial Instruments of other clients in a pooled account with a third party / custodian. Consequently, in the event of default on the part of the third party / custodian which causes a shortfall in the Financial Instruments held in the pooled account, the Client may share proportionately in that shortfall.

11.4 Where the Financial Instruments and assets of the Client are deposited for safekeeping with a third party / custodian of the Client's choice, the Client will enter directly into an agreement with the third party / custodian of his choice and will notify the Company in writing of the appointment and the details of the third party / custodian.

11.5 Where the Know-Your-Client (KYC) documents such as copy of valid passport/identity card and Proof of Address supplied by the Client during the account opening onboarding process are not certified and notarised by a relevant authority from the Client's home country, or in cases where the Client refuses or is unable to furnish updated KYC documents as requested from time to time by the Company, then the custody and safe-keeping of financial instruments will be entrusted and transferred to the Company's 100% subsidiary – Eurivex Nominees Ltd, a company incorporated in England and Wales, on 11 November 2014 with registration number 9304579. Only after the submission of updated, certified and notarised documents, such financial instruments will be transferred back to the safe custody of the Company.

## **12. Corporate Events**

12.1 Unless otherwise provided in this agreement, the Client shall be solely responsible for the collection of all income, the acquisition and/or exercise of all rights deriving from his Financial Instruments and for the exercise of voting rights in relation to his Financial Instruments.

12.2 Without prejudice to the provisions of paragraph 12.1 above, any dividends, distributions and other income which derive from the Client's Financial Instruments and are, for any reason, received by the Company, shall be allocated to the Client's Bank Account.

12.3 Without prejudice to the provisions of paragraph 12.1 above, the Client acknowledges and agrees that he is and shall be solely responsible for knowing the rights and terms of issue of all the Financial Instruments he has or intends to have. These include, without any limitation, warrants, rights issues, bonus issues, voting rights, convertible Financial Instruments, stocks and Financial Instruments which are subject to any acquisition or exchange offer. The Company shall have no responsibility nor shall it have any obligation to notify the Client in respect of any expiry dates or acquisition dates or except as required by legislation in force to proceed to any actions on behalf of the Client without the Client's written consent. In case the Company proceeds with any reminder in relation to the Financial Instruments of the Client and/or exercise and/or conversion on behalf of the Client, this shall not constitute an obligation or recommendation or provision of Investment Advice by the Company and the Client shall remain responsible for all the aforementioned without any prejudice to the foregoing.

## **13. Laws and Market Regulations**

13.1 All transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, decisions, circulars and practices (jointly referred to as "the Laws and Regulations") of the CySEC, of the Republic of Cyprus and any other authorities which govern the operations of Investment Firms, as they are amended from time to time. The Company shall be entitled to take or avoid taking any necessary measures in order to comply with the Laws and Regulations in force from time to time.

13.2 Law (242(I)/2004) of the Republic of Cyprus and the relevant transposed Directive 2002/65/EC of the European Parliament, will apply for the initial agreement of clients classified as Retail entering into Distance Contracts.

## **14. Investment Advice**

14.1 The Company does not provide the Investment Advice service.

14.2 The Client agrees and acknowledges that he shall be exclusively responsible for any investment strategy, transaction or investment made through the Company's platform and he shall not rely on the Company for this purpose and the Company shall have no responsibility whatsoever, irrespective of any circumstances, for any such investment strategy, transaction or investment.

## 15. Portfolio Management

15.1 The Company does not provide the Portfolio Management service.

## 16. Transactions in Derivative Financial Instruments

16.1 Where the Client requests from the Company the provision of Investment Services in respect to transactions in Derivative Financial Instruments and the Company agrees, the Parties shall sign an additional separate document provided as **Appendix B** whose provisions shall apply for the specific Service. The provisions of this Agreement shall apply to the extent that they do not conflict with the provisions of the said document.

## 17. Client Obligations

17.1 The Client shall be obliged to deposit with the Bank Account any required funds so that there is sufficient clear balance for the transmission of his order for the purchase of Financial Instruments and to deliver to the third party / custodian under the Company's control any Financial Instruments he requires from the Company to sell. In case of non-fulfilment of these obligations, the Company shall be entitled not to transmit the relevant order, in whole or in part. If the Company transmits such orders, the Client shall be obliged to immediately pay the difference between the said balance and the cost of the transaction (in case of purchase) or to deliver the Financial Instruments and/or their control to the third party / custodian (in case of sale) and to pay the Company's fee, commissions and/or other expenses, otherwise the Client shall be instantly deemed in default without any further notice and shall be liable for any loss caused to the Company from this delay including loss of profit.

17.2 All assets, including Financial Instruments or funds which come into the control of the Company on behalf of the Client shall be subject to the Company's right of lien. To this extend, the Company shall be entitled to refuse their delivery to the Client until all the obligations towards the Company are fulfilled. The Company shall not be liable for any losses caused to the Client or to any third party by the exercise of the right of lien or by any other lawful measures, which may be taken by it, in settlement of its claims against the Client, including any future or contingent claims.

17.3 The Client agrees that in case the Company carries out a transaction on his behalf which is not covered by the balance of his Bank Account, the Company shall have the right to liquidate his assets and use the proceeds to cover part or the total difference.

17.4 The Company has the right to refuse to fulfil its obligations under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which such obligations arise.

17.5 The Client shall be liable to pay all the bank and money transfer charges and the Client account with the Company will be credited net of all transfer charges.

## 18. Power of Attorney and other Documents

18.1 The Client shall sign any document which at the Company's discretion, is considered fair and necessary for the provision of the Services by the Company under this Agreement, including without limitation, powers of attorney for the transmission of his orders and the operation of his Bank Account. Such power of attorney shall constitute an integral part of this Agreement and shall remain in force until the Company receives a written notice from the Client to revoke it.

## 19. Marketing

19.1 The Company shall send to the Client information about products and services, as well as those of its subsidiaries.

19.2 The Client has the right to request at any time to opt out and stop receiving such email communication.

19.3 The Company will not pass any personal information to any third party for their or any other third party's direct marketing.

## 20. Foreign Exchange

20.1 For any conversion required to be effected from one currency to another for the execution of any order, the Company is entitled at its absolute discretion to debit the Client's Bank Account with the equivalent amount of the transaction in the currency in which the Client holds the Bank Account.

20.2 The Client acknowledges and agrees that he shall undertake all risks deriving from any such conversion and in particular, the risk of loss which may be incurred as a result of the fluctuation in the exchange rates.

## 21. Costs and Associated Charges

21.1 The Company shall be entitled to receive fees from the Client in respect of the Services provided to him, according to its pricing policy in force from time to time. The Company's current pricing policy (fees, commissions, taxes and/or other expenses) is specified in **Appendix E**. By signing this agreement, the Client accepts that he has read and understood and accepted all the information contained in **Appendix E**, as this information is provided to him as a separate document and also available through the Company's website <https://www.eurivex.com/> as well as in the Eurivex electronic platform.

21.2 In addition to the fees specified above, the Company shall be entitled to receive compensation for any other costs that it may incur during the provision of the services under this agreement. The Client is obliged to pay to the Company immediately all the above fees as well as any other expenses which the Company has incurred and/or are payable in relation to the provision of the Services.

21.3 The Client hereby authorizes the Company to debit his Bank Account immediately with the payable amounts in accordance with paragraph 21.

## 22. Provision of Information to Client

22.1 Where the Company holds Financial Instruments or funds on behalf of the Client, it shall send to the Client at least annually, a statement in a durable medium of those Financial Instruments or funds unless such a statement has been provided in any other periodic statement.

22.2 Where the Company carries out an order on behalf of the Client and the confirmation is received by the Company from a third party, it shall send to the Client, in a Durable Medium, a notice which confirms execution of the order and includes the essential information concerning its execution, no later than the first business day following receipt of the confirmation from the third party. The Company shall not send a notice when a confirmation is promptly dispatched to the Client by third parties executing the order and contains all relevant information.

22.3 The notice confirming execution of the order, which shall be sent by the Company to the Client, shall include, as the case may be, the Company's identification, the full name of the natural person or the name of the legal person or other designation of the Client, the trading day and time, the type of the order, the execution venue, the identification of the Financial Instrument, reference to the type of order (buy or sell), the quantity, the unit price, total consideration and the total sum of the commissions and expenses charged.

22.4 The Client may request from the Company to send him information about the status of his order. In addition, the Client may request from the Company to send him the breakdown of commissions or expenses, in relation to the order executed.

22.5 In the case of an order of the Client relating to units or shares in a collective investment undertaking which is executed periodically, the Company shall send the above notice confirming execution of the order in accordance with paragraph 22.2 above.

22.6 The Client may object in writing any part of the notice referred to in paragraph 22.3 above, within five (5) business days from the date he receives the notification. Failure of the Client to act as above shall prevent the Client from raising any objection or dispute on the specific transaction. An objection of the Client does not result in the cancellation of the transaction.

22.7 The Company may receive delayed, modified, or erroneous reports from the third party / custodian. By signing this Agreement, the Client declares that he understands, agrees and accepts that such notice confirming execution of order, may be amended as a result of such delayed, modified or erroneous reports from the third party / custodian, and in such cases the Company shall have no responsibility.

## 23. Outsourcing and Appointment of Tied Agents

23.1 The Company may outsource the execution of Investment Services or Activities or its operational functions.

23.2 The Company may appoint tied agents for the promotion of its services, for the solicitation of clients or potential clients, for the receipt and transmission of orders from clients in relation to Financial Instruments and services. In case of appointment of a tied agent, the Company shall remain fully and unconditionally responsible for any action or omission on the part of the tied agent when acting on its behalf.

23.3 Any outsourced associate and/or tied agent shall satisfy regulatory requirements.

## 24. Investor Compensation Fund

24.1 The Company is a member of the Investor Compensation Fund. The Client, under certain preconditions, is entitled to compensation from the Investor Compensation Fund the details of which are set out in **Appendix G**. By signing this agreement, the Client accepts that he has read and understood the information contained in **Appendix G**, as this information is provided to him as a separate document and also available through the Company's website.

## 25. Acknowledgement of Risks

25.1 A general description of the nature and risks of different Financial Instruments is set out in **Appendix D**. By signing this agreement, the Client accepts that he has read and understood the information contained in **Appendix D**, as this information is provided to him as a separate document and also available through the Company's website.

25.2 The client agrees and confirms having read and understood the risk warnings posted by the Company on its website and electronic platform.

25.3 The client agrees and confirms having read and understood the "Risk Understanding" statement available on the Company's electronic platform, based on which the Client agrees the risks of investing in financial instruments available for investment in the Company's electronic platform.

## 26. Conflicts of Interest

26.1 A summary of the Company's Conflicts of Interest Policy is set out in **Appendix F**. By signing this agreement, the Client accepts that he has read and understood the information contained in **Appendix F**, as this information is provided to him as a separate document and also available through the Company's website and electronic platform.

## 27. Duration of Agreement and Amendment Thereof

27.1 This Agreement shall take effect upon its signing by both parties and it shall be valid for an indefinite time period, unless terminated in accordance with paragraph 28 below.

27.2 This agreement may be amended unilaterally by the Company to reflect any change in the legislation and/or decisions and/or directives and/or regulations of the Market and/or the CySEC and/or other appropriate authorities in Cyprus or abroad that

affect this agreement. In any such case, the Company shall notify the Client of the said amendment and may take effect immediately without the Client's consent.

27.3 In cases where the amendment of this agreement is not required as in paragraph 27.2 above, the Company shall notify the Client of the relevant amendment via email or via the Company's electronic platform. The amendments may take effect the date specified in the said notice, which date shall be at least 15 days after the sending date of the notice. Any order of the Client to effect a transaction(s) following the receipt of the notice, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended. In case the Client does not agree with the amendments, he shall be entitled to terminate the Agreement in accordance with paragraph 28 below. No amendment of the terms of this Agreement shall affect any outstanding order, transaction or any other rights or obligations, which exist at the date of amendment.

## 28. Termination

28.1 Each Party shall be entitled to terminate this Agreement/Distance Contract at any time by giving to the other Party fourteen (14) days written notice by electronic mail.

28.2 The client shall have a period of 14 calendar days to withdraw the account opening application/distance contract without penalty and without giving any reason. The period for withdrawal shall begin:

- either from the day of the conclusion of the distance contract, or
- from the day on which the client receives the contractual terms and conditions if that is later than the date referred to in the first indent.

The right of withdrawal shall not apply:

- (a) after an order has been placed to purchase financial instruments
- (b) to financial services whose price depends on fluctuations in the financial market outside the Company's control, which may occur during the withdrawal period, such as services related to:
  - foreign exchange,
  - money market instruments,
  - transferable securities,
  - units in collective investment undertakings,
  - financial-futures contracts, including equivalent cash-settled instruments,
  - interest-rate, currency and equity swaps,
  - options to acquire or dispose of any instruments referred to in this point including equivalent cash-settled instruments. This category includes in particular options on currency and on interest rates;
- (c) to contracts whose performance has been fully completed by both parties at the client's express request before the client exercises their right of withdrawal.

If the client exercises the right of withdrawal they shall, before the expiry of the relevant deadline, notify this following the practical instructions given to him by the Company through means which are acceptable in accordance with national law. The deadline shall be deemed to have been observed if the notification, if it is on paper or on another durable medium available and accessible to the recipient, is dispatched before the deadline expires.

(i) When the client exercises their right of withdrawal they may only be required to pay, without any undue delay, for the service actually provided by the Company in accordance with the contract. The performance of the contract may only begin after the client has given his approval. The amount payable shall not exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the contract, or in any case be such that it could be construed as a penalty.

(ii) The Company may not require the client to pay any amount on the basis of paragraph (i) unless it can prove that the client was duly informed about the amount payable. However, in no case may it require such payment if it has commenced the performance of the contract before the expiry of the withdrawal period provided for in paragraph 28.2 without the consumer's prior request.

(iii) Both the Company and the client shall, without any undue delay and no later than within 30 calendar days, return any sums paid or received in accordance with the distance contract except for the amount referred to in paragraph (i). This period shall begin from the day on which the Company receives the notification of withdrawal.

28.3 The Company shall be entitled to terminate this Agreement/Distance Contract immediately without giving prior notice under the following circumstances:

- (a) Death of the Client,
- (b) If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken,
- (c) The Client violates any of his obligations under this Agreement
- (d) The Client being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means in relation to the performance of this Agreement,
- (e) Revocation of the Power of Attorney referred to in paragraph 18 above, and
- (f) The termination is required by any competent regulatory authority or body or court of law.

28.4 Provided that the provisions of paragraph 17 shall continue to apply even after the termination of the Agreement, any other lawful rights or obligations that have arisen during or before the termination of the Agreement/Distance Contract shall not be affected and the Client shall be obliged to pay to the Company, inter alia:

- (g) Any pending fee of the Company and any other amount payable to the Company,
- (h) Any expenses incurred by the Company in the provision of the Services under this Agreement/Distance Contract, or as a result of the termination of this agreement, and
- (i) Any losses arising during the arrangement or the settlement of the outstanding obligations.

28.5 In case of termination for any reason of this Agreement/Distance Contract, the Company shall have no liability towards the Client.



## 29. Client Data & Data Protection

29.1 The Client's data are those recorded on the first page of the Agreement and in **Appendix A** (Client's Questionnaire) and any other documents which may later be requested on a case-by-case scenario.

29.2 The Company shall process the Client's personal data during and after the business relationship, in accordance with the Processing of Personal Data Law (138(I) 2001) of Cyprus and the European General Data Protection Regulation (GDPR) 2016/679, under which Eurivex Ltd acts as the Data Controller and Data Processor and the Client as the Data Subject.

29.3 The Company shall keep Client's data and all order/communication history for the whole duration of this agreement. On termination of the agreement, Eurivex will erase the Client's data only after the end of five years from the termination date in line with CySEC's requirements.

29.4 The Client agrees and acknowledges that the Company shall store and process his personal data and records of all dealings with Eurivex upon the opening of the account, during the course of the business relationship, for five years after termination date of the account and for as long as the account is active/the Company is providing a service to him and/or as required under applicable law.

29.5 The Client undertakes the obligation to immediately inform the Company in writing of any change of his data or of any other data he gives to the Company from time to time, during the course of the business relationship, otherwise the Company shall not be liable for the carrying out of acts based upon the data which the Company had at its disposal prior to being informed of such change.

29.6 The Company shall process the Client's personal data for the purposes of (i) providing a service to the Client, (ii) providing the Client information about the Company and its services as well as those of our subsidiaries, (iii) maintaining IT systems, including the administrative and client management systems, (iv) complying with any requirement of law and/or regulation and/or any competent authority or professional body (where applicable) of which Eurivex is a member of or operate under such regulations, (v) sending statements of the account, email notifications related to the Client's activity and any other activity related to the Client's account held with the Company.

29.7 The Client has the right to request from the Company access to documents he himself has provided, rectification or erasure of personal data, restriction, or objection of the processing of such data, and the right to data portability at any time by notifying the Company in writing. The Client however, should understand that his rights are limited since as an EU investment firm, Eurivex must abide and follow very strict laws and regulations, and due to CySEC's requirements that oblige the Company to keep client data for five years after the termination date, the Company may not be able to process this request fully. In such case where the Client has requested erasure of his personal information, the Company shall only keep data that is mandatory for reporting purposes for five years after the termination date and dispose of any other unnecessary data that is not required. These regulations supersede GDPR rights and if the Client believes that his rights are not safeguarded because of such restrictions, then it is best that the Client chooses not to open an account with Eurivex and enter into a business relationship.

29.8 The Company may disclose the Client's personal data to its employees, officers, professional advisors, suppliers, subcontractors, subsidiary companies of Eurivex, CySEC, the Cyprus Inland Revenue, auditors, business partners, agents, hosting administrators, IT service providers, the Central Bank of Cyprus and other financial institutions such as payment services providers and banks. In the event that a transfer of personal data is made to a country located outside of the EEA, the Company shall carry out such disclosure to a recipient (i) who is in a country which provides an adequate level of protection for personal data or (ii) under appropriate safeguards pursuant to the provisions of applicable data protection laws (e.g. by an agreement in the form of standard data protection clauses adopted by the European Commission).

29.9 The Company is fully committed to safeguarding and protecting the confidential data of its Clients and shall implement and maintain appropriate technical and organizational measures to ensure an adequate level of security appropriate to protect any personal data provided to us from accidental or unlawful destruction, loss, misuse, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. Transmission of data via the internet and/or other networks does not always ensure appropriate security of personal data hence the Client must always ensure that they transfer data to us via secure means.

29.10 The Company requires organizations who handle or obtain personal information, to acknowledge the confidentiality of this information, respect any individual's right to privacy and to comply with all relevant data protection laws.

29.11 Information that the Company collects may be stored, processed in, and transferred between any of the countries in which the Company operates, in order to be able to use the information in accordance with our policy.

29.12 Information that the Company collects may be transferred to countries which do not have data protection laws equivalent to those in force in the European Economic Area, however this information is encrypted.

29.13 The Client understands and gives expressed consent that the Company shall process his personal information on the FX Back Office software (Cyprus) herein referred to as the Company electronic platform.

29.14 The Company will store the Client's personal information on its secure (password and firewall protected) servers.

29.15 The Client acknowledges that the transmission of information over the internet is inherently insecure, and that the Company cannot guarantee the security of data sent over the internet.

29.16 The Client understands that he is responsible for keeping the password for accessing the Company's platform confidential; the Company will never request your password except when you log in to the platform.

29.17 The Client has the right to lodge a complaint with the office of the Cyprus Commissioner for the Protection of Personal Data at any time. The Client may also contact the Company's assigned employee with the responsibilities of a DPO (Data Protection Officer) by email to [info@eurivex.com](mailto:info@eurivex.com) or by letter sent to 18 Kyriacou Matsi, Victory Tower 1<sup>st</sup> Floor, Nicosia 1082 Cyprus for any GDPR related matters.

## SCHEDULE 1

### Infrastructure – Customer Data Storage

The Services are hosted by TMDHosting based in Amsterdam and access to the infrastructure used to store data submitted by customers to the Services (“Customer Data”) is owned and controlled by Eurivex Ltd. Each instance the Services contains many servers and other elements to make it run. Copies of each instance are located in data centers. TMDHosting uses vendor-supplied technologies to optimize the accuracy and integrity of replication between primary and secondary systems and to continuously monitor the data replication process.

Eurivex may store in all data centers identifying information about Customer’s instance(s) of the Services and identifying information about Users for the purposes of operating the Services, such as facilitating the login process and the provision of customer support. Such identifying information shall only include the following personal data about Users, as provided by Customer in its provision of User accounts: first and last name, email address, username, phone number, and physical business address.

Further details of how the Company processes personal data including inter-alia the lawful basis of processing personal data, rights of the data subject and principles and information in respect of transfers of personal data are specified in our Privacy Policy available on the Company’s Website.

### 30. Confidentiality

30.1 Both Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation all the communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

30.2 The Company has the right, without prior notice to the Client, to disclose personal data or details of the transactions of the Client in order to comply with the requirements of the regulatory authorities in Cyprus or abroad. The Company may also disclose such information to its auditors/consultants provided that they are informed and committed to the confidentiality of the information communicated.

30.3 The Company will handle all Clients’ personal data according to the relevant Laws and Regulations for the protection of Personal Data as this may be amended from time to time.

### 31. Communication Methods

31.1 Subject to any specific provision to the contrary in this Agreement, the Client may communicate with the Company by mail, fax, email or telephone. The communication details of the Company are the following:

Postal Address: 18 Kyriacou Matsi, Victory Tower, 1<sup>st</sup> floor, Nicosia 1082, Cyprus

Telephone: (+357) 22028830

Fax: (+357) 22255318

E-mail: [info@eurivex.com](mailto:info@eurivex.com)

31.2 The official communication language with the Company is English.

31.3 Subject to any specific provision to the contrary in this Agreement, the Company shall communicate with the Client in a Durable Medium the method of which is specified by the Client in **Appendix A**, or to such method as the Client shall later specify to the Company by written notice. The Company may communicate with the Client by email, provided the Client has chosen explicitly for the Company to communicate with him in this way. The client is entitled to change the means of distance communication used, unless this is incompatible with the contract concluded or the nature of the financial service provided.

### 32. Handling of Complaints

32.1 The Client may contact (in writing or orally) the Company’s Compliance Officer in respect to any complaints for the Services provided by the Company under this agreement at the communication details specified above or via email at [complaints@eurivex.com](mailto:complaints@eurivex.com). The complaint shall be dealt with in accordance with the procedures set for the handling of Client’s complaints, details of which can be found on the Company’s website.

### 33. Force Majeure

33.1 The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, declared or imminent war, rebellion, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, blockades or discontinuance or suspension of the operation of any Market.

#### 34. Assignment

34.1 The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his rights or obligations under this Agreement.

34.2 The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

#### 35. Applicable Law and Jurisdiction

35.1 The Agreement and all transactional relations between the Client and the Company shall be governed by in accordance with the laws of the Republic of Cyprus and the Parties agree that all disputes shall be finally settled in court in Cyprus.

#### 36. General Provisions

36.1 The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into this Agreement.

36.2 This Agreement, together with the Appendices, shall constitute the agreement between the Company and the Client in accordance with the provisions of the Law and shall prevail over any oral or written communication and/or previous agreements between the Company and the Client.

36.3 In case any provision of the Agreement becomes, at any time, illegal, void or unenforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement shall not be affected.

36.4 In case of negligence, tolerance or leniency on the part of any Party with respect to its rights under this Agreement shall not in any case be deemed a silent or other waiver or abandonment of rights.

36.5 Where the Client is more than one person, the Clients obligations under this Agreement shall be joint and several and any reference in this Agreement to the Client shall be construed, where applicable, as reference to any one or more of such persons. Unless otherwise specified in **Appendix A**, any order, notice or communication given by any of the persons who constitute the Client shall be deemed to have been given by and/or on behalf of all the persons who constitute the Client.

36.6 The Client consents to unsolicited communication (cold calling) and agrees to be contacted during normal business hours for direct advertising without prior invitation by the Company.

36.7 The Client undertakes to pay all stamp expenses relating to the Agreement and any documents which may be required for the execution of the transactions under the Agreement.

36.8 The Client solemnly declares that:

- (a) He has received and/or has had the opportunity to receive a copy of the Agreement prior to the date of its signing and that he has had the opportunity to get advice from a lawyer and/or professional advisor of his choice, and
- (b) He has carefully read and has fully comprehended the entire contents of this Agreement with which he absolutely and unreservedly agrees and he accepts that he shall be fully bound by its terms.
- (c) Legal agreements which can be found on the Company's official website (<https://www.eurivex.com/>), such as Terms and Conditions, Order Execution, Fees and Charges, Terms of Use and Privacy Policy, may be revised from time to time in order to add new provisions or comply with current updates in legislation. The Company will provide notice to Clients and prompt them to re-accept the updated terms in case of significant revisions through the Company's electronic platform. By signing this agreement, the Client confirms that the online documents available and updated on the Company's official web site and or notifications posted on the Company's electronic platform are considered as durable communication means and form an integral part of this agreement and also govern the relationship between the two parties and client accepts the responsibility to check the Company's official website and the electronic platform for the latest version.

This original Agreement will be retained by the Company and upon acceptance a copy will be returned to the Client.

The Parties have signed this Agreement on the day and year specified above.

\_\_\_\_\_  
on behalf of **Eurivex Ltd**

\_\_\_\_\_  
\_\_\_\_\_  
*[Full name and signature of Client]*

*WITNESSES:*

1 \_\_\_\_\_  
2 \_\_\_\_\_

*[Full name of witness]*

\_\_\_\_\_  
\_\_\_\_\_  
*[Signature of witness]*

For the purpose of providing 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 in order to complete this questionnaire fully and precisely.

## 1. CLIENT DATA

### A. Natural Person (Please fill in section A if you are opening an account as an Individual)

Name:	Surname:	Father's Name:
Date and Place of Birth:	Nationality:	
Identity Card/Passport No:	Country of Issue:	Passport's Expiry Date:
Profession:	Employer's Name:	
Home Address:		
Work Address:		
Correspondence Address (If different):		
Home Tel:	Work Tel:	Mobile:
Email:	Fax:	
Preferred Communication Method: By Post <input type="checkbox"/> By Fax <input type="checkbox"/> By Email <input type="checkbox"/>		

### B1. Legal Person (Please fill in Section B if you are opening an account as a representative of a Legal Entity)

Name:	Reg. Number:	Type/Form:
Tel:	Fax:	Email:
Registered Office:		
Correspondence Address (If different):		
Nature of Business:	Name of Beneficial Owner(s):	
UBO(s) Profession/Business Sector:		
Preferred Communication Method: By Post <input type="checkbox"/> By Fax <input type="checkbox"/> By Email <input type="checkbox"/>		

### B2. Details of Representatives of Legal Person:

1. Name:	Surname:	Father's Name:
Date and Place of Birth:	Nationality:	
Identity Card/Passport No:	Country of Issue:	Passport's Expiry Date:
Profession:	Employer's Name:	
Home Address:		
Work Address:		
Home Tel:	Work Tel:	Mobile:
Email:	Fax:	
Relationship of Representative with Client: Director <input type="checkbox"/> Member of Mgt Committee <input type="checkbox"/> Other (Please specify) <input type="checkbox"/>		

## 2. REQUESTED SERVICES / NATURE OF TRANSACTIONS

By completing and signing this form you are requesting to receive the following services provided by the Company:

### Brokerage and Safekeeping Services include:

- Reception and transmission of orders in relation to one or more Financial Instruments (Equities/Shares, Fixed Income (Bonds), PLNs & Other Derivatives);
- Foreign Exchange services where these are connected to the provision of investment services;
- Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management.

**Important Notes:** Where the Company provides, at the Client's initiative, Investment Services that only consist of the reception and transmission and/or execution of Client orders, with or without the provision of ancillary services, in relation to shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments, bonds or other forms of securitized debt, UCITS and other non-complex Financial Instruments, the Company may provide those Investment Services to the Client without assessing the appropriateness of the Financial Instrument or service provided to the Client and therefore he/she does not benefit from the corresponding protection of the relevant conduct of business rules.

Where the Company provides to the Client Investment Services other than Investment Advice and Portfolio Management and the Client does not provide the information regarding his knowledge and experience or where he/she provides insufficient information, the Company will not be able to determine whether the Service or Financial Instrument envisaged is appropriate for him/her.

### 3. KNOWLEDGE AND EXPERIENCE (The first two questions of this section (1 and 2) can contain multiple answers)

Please fill in your details either as a Natural person or on behalf of the legal entity.

- |   |   |
|---|---|
| <p>1. In which instruments have you as a natural person, or the legal entity, invested in the past 3 years?</p> <p><input type="checkbox"/>a. Equities (Shares)</p> <p><input type="checkbox"/>b. Fixed Income (Bonds)</p> <p><input type="checkbox"/>c. Forex/CFDs (Contracts for Differences)</p> <p><input type="checkbox"/>d. Crowdfunding, Lending</p> <p><input type="checkbox"/>e. None</p> <p>2. Please indicate the Intended Nature of your Transactions:</p> <p><input type="checkbox"/>a. Invest in shares/bonds of private companies</p> <p><input type="checkbox"/>b. Trade in shares/bonds listed on stock exchanges</p> <p>3. What is your current and/or former occupation as a natural person, or as a representative of the legal entity?</p> <p><input type="checkbox"/>a. Finance, Business and Management</p> <p><input type="checkbox"/>b. Accounting, Audit, Consultancy</p> <p><input type="checkbox"/>c. Government, Pharmaceutical</p> <p><input type="checkbox"/>d. Commercial activities, Sales, Trade</p> <p><input type="checkbox"/>e. IT, Software, Engineering</p> <p>4. What is the current value of your portfolio as a natural person, or of the legal entity?</p> <p><input type="checkbox"/>a. Less than €20,000</p> <p><input type="checkbox"/>b. Between €20,000 and €100,000</p> <p><input type="checkbox"/>c. Between €100,000 and €500,000</p> <p><input type="checkbox"/>d. More than €500,000</p> <p><input type="checkbox"/>e. None – Not Applicable</p> | <p>5. What was the volume of your transactions as a natural person, or of the legal entity, in the past 3 years?</p> <p><input type="checkbox"/>a. None</p> <p><input type="checkbox"/>b. Less than €100,000</p> <p><input type="checkbox"/>c. Between €100,000 and €500,000</p> <p><input type="checkbox"/>d. More than €500,000</p> <p>6. What is the frequency of your financial transactions as a natural person or of the legal entity?</p> <p><input type="checkbox"/>a. None</p> <p><input type="checkbox"/>b. Rarely (1 – 2 times a year)</p> <p><input type="checkbox"/>c. Occasionally (1 – 2 times a month)</p> <p><input type="checkbox"/>d. Frequently (at least weekly)</p> <p>7. How would you evaluate your investment knowledge and experience as a natural person, or the investment experience of the representative of the legal entity?</p> <p><input type="checkbox"/>a. Non-existent</p> <p><input type="checkbox"/>b. Limited</p> <p><input type="checkbox"/>c. Good</p> <p><input type="checkbox"/>d. Excellent</p> <p>8. What is the level of your education as a natural person, or of the representative of the legal entity?</p> <p><input type="checkbox"/>a. Secondary education</p> <p><input type="checkbox"/>b. College</p> <p><input type="checkbox"/>c. University</p> <p><input type="checkbox"/>d. Postgraduate level</p> |
|---|---|

### 4. FINANCIAL PROFILE

- |   |   |
|---|---|
| <p>1. What is your total annual income/net profit as a natural person or as a legal entity?</p> <p><input type="checkbox"/>a. Less than €20,000</p> <p><input type="checkbox"/>b. Between €20,000 and €50,000</p> <p><input type="checkbox"/>c. Between €50,000 and €100,000</p> <p><input type="checkbox"/>d. More than €100,000</p> <p>2. What is the source of your income as a natural person?</p> <p><input type="checkbox"/>a. Salary / Pension/ Self-employed</p> <p><input type="checkbox"/>b. Rents/ Dividends / Interest</p> <p><input type="checkbox"/>c. Sale of property or investments</p> <p><input type="checkbox"/>d. Donation / Inheritance</p> | <p>4. What is the estimated value of your Assets as a natural person or of the legal entity as per the latest financial statements?</p> <p><input type="checkbox"/>a. Less than €100,000</p> <p><input type="checkbox"/>b. Between €100,000 and €500,000</p> <p><input type="checkbox"/>c. Between €500,000 and €1,000,000</p> <p><input type="checkbox"/>d. More than €1,000,000</p> <p>5. What is the structure of your Assets as a natural person or of the legal entity?</p> <p><input type="checkbox"/>a. Mainly in Bank deposits</p> <p><input type="checkbox"/>b. Mainly in Real estate</p> <p><input type="checkbox"/>c. Mainly in Financial Instruments</p> <p><input type="checkbox"/>d. Allocated equally in the above options</p> |
|---|---|

<p>3. What is the main source of income of the legal entity?</p> <p><input type="checkbox"/> a. Manufacturing / Commercial activities</p> <p><input type="checkbox"/> b. Dividends / Interest</p> <p><input type="checkbox"/> c. Retail/Wholesale</p> <p><input type="checkbox"/> d. Investment / consultancy / Services</p> <p><input type="checkbox"/> e. Other high-risk industry</p>	<p>6. What is your estimated Net Worth (Total Assets – Total Liabilities) as a natural person or of the legal entity as per the latest financial statements?</p> <p><input type="checkbox"/> a. Less than €100,000</p> <p><input type="checkbox"/> b. Between €100,000 and €500,000</p> <p><input type="checkbox"/> c. Between €500,000 and €1,000,000</p> <p><input type="checkbox"/> d. More than €1,000,000</p>
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**5. INVESTMENT PROFILE / OBJECTIVES**

<p>1. What is the time horizon of your investment objectives?</p> <p><input type="checkbox"/> a. Up to 1 year</p> <p><input type="checkbox"/> b. Between 1 and 3 years</p> <p><input type="checkbox"/> c. Between 3 and 5 years</p> <p><input type="checkbox"/> d. More than 5 years</p> <p>2. What is the purpose of the business relationship you wish to establish?</p> <p><input type="checkbox"/> a. Capital preservation</p> <p><input type="checkbox"/> b. Income growth</p> <p><input type="checkbox"/> c. Speculation</p> <p><input type="checkbox"/> d. Hedging</p>	<p>3. Based on your expectations what is the annual fluctuation of your portfolio's value that you are willing to accept?</p> <p><input type="checkbox"/> a. ± 10%</p> <p><input type="checkbox"/> b. ± 25%</p> <p><input type="checkbox"/> c. ± 35%</p> <p><input type="checkbox"/> d. ± 50%</p> <p>4. What is the liquidity level of your portfolio that you are willing to accept?</p> <p><input type="checkbox"/> a. Less than 25%</p> <p><input type="checkbox"/> b. Between 25% and 50%</p> <p><input type="checkbox"/> c. Between 50% and 75%</p> <p><input type="checkbox"/> d. More than 75%</p>
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**6. GENERAL INFORMATION**

<p>Intended Investment and Expected Annual Turnover (<b>in case of Legal person</b>):</p> <p><input type="checkbox"/> Less than €15,000</p> <p><input type="checkbox"/> Between €15,001 - €75,000</p> <p><input type="checkbox"/> Between €75,001 - €175,000</p> <p><input type="checkbox"/> More than €175,001</p> <p>Can the company issue bearer shares (<b>in case of Legal person</b>):</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Intended Investment and Expected Annual Turnover (<b>in case of Natural person</b>):</p> <p><input type="checkbox"/> Less than €15,000</p> <p><input type="checkbox"/> Between €15,001 - €50,000</p> <p><input type="checkbox"/> Between €50,001 - €100,000</p> <p><input type="checkbox"/> More than €100,001</p> <p>Is anyone connected with the applicant (UBO/Directors/ Shareholders/Authorized Rep) a third-country national that has applied for citizenship in the Republic of Cyprus?:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Do you, as a Natural person, or any of the UBOs in case of a Legal Entity have a dual nationality? If yes, please specify.</p> <p><input type="checkbox"/> Yes _____</p> <p><input type="checkbox"/> No</p>
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**If you are a Natural person:** Have you or any of your family members/close associates been categorized as a Politically Exposed Person (PEP) in the past 12 months?

No                       Yes                      If Yes, please elaborate: \_\_\_\_\_

**If you are a Legal Entity:** Have any of the directors, shareholders or the UBO or any of their family members/close associates been categorized as a Politically Exposed Person (PEP) in the past 12 months?

No                       Yes                      If Yes, please elaborate: \_\_\_\_\_

Please provide your bank details (i.e. the account you intend to make deposits and/or withdrawals from)

Bank Country/Location:	Bank Name:
Bank SWIFT:	Account Holder Name:
Account/IBAN Number:	

## 7. ATTACHMENTS

In case the Client is a natural person, please attach where applicable, the following documents:

- (a) Certified true copy of the Passport (or Identity Card - for Cyprus citizens only)
- (b) Certified true copy of a utility bill (not dated more than three (3) months) or other document to the satisfaction of the Company confirming the permanent address.

In case the Client is a legal person, please attach where applicable, the following documents:

- (a) Certified copy of the Memorandum and Articles of Association.
- (b) Certified copy of the Certificate of Incorporation / Registration.
- (c) Original Certificate of Directors with a date of issue not older than 30 days from the date of signing the Agreement.
- (d) Certified copy of the Certificate of Shareholders (in the case of private company) / Partners / Members.
- (e) Certified copy of the Registered Address.
- (f) Certified copy of the Good Standing Certificate.
- (g) Certified copy of a resolution of the board of directors or other appropriate board or body for the representation of the Client (by director/s) and for the authorization of the representative/s to sign the Agreement and the relevant documents.
- (h) Certified copy of a resolution of the board of directors for the representation of the Client by a third person (if applicable) accompanied by a certified power of attorney and/or resolution of the board of directors certified as Power of Attorney.
- (i) Certified true copy of the Passport (or Identity Card - for Cyprus citizens only) of Authorized Representative, Director(s) and Shareholders
- (j) Certified true copy of the utility bill of Authorized Representative, Director(s) and Shareholders
- (k) Original Power of Attorney duly certified for the representation of the Client by the Company (if applicable).

Non Cypriot Clients: Documentation must be certified by an external professional (i.e. notary, lawyer, banker or accountant).

Provided that the documentation submitted is not satisfactory, the Company may require additional documents where this shall be deemed necessary or becomes necessary pursuant to legislation / regulations / directives.

## 8. CLIENT'S DECLARATION

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

I confirm that I have delivered all that is required in accordance with Section 7 above and that these are genuine and authentic, and their content is true and correct.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



WHEREAS the Company and the Client, named hereunder, have entered into an Agreement for the provision of Investment and Ancillary Services on \_\_\_\_\_ (the “Agreement”) and it has been agreed that this Appendix for the provision of Investment Services in regards to transactions in Derivative Financial Instruments shall be executed and shall form an integral part of the Agreement.

NOW BY THIS Appendix the Parties mutually agree and accept the following:

## 1. General Terms

1.1 Upon signing this Appendix, the Parties agree that the Company will provide the Client with Reception and Transmission and Execution services of transactions in derivative Financial Instruments. The provision of this service shall be done according to the terms of the Agreement and the present Appendix.

1.2 The Company will receive and transmit clients’ orders for the execution of transactions in derivative Financial Instruments but shall bear no responsibility for any omission, willful default or fraud of any third party to which the Company transmits the Client’s orders for execution or when it carries out the Execution. The Company will also have the right to receive clients’ instructions for the transfer of cash from the Client’s account to a margin account if cover is required.

1.3 The Company reserves the right to select, at its absolute discretion, the third parties it will appoint for the execution of transactions on behalf of the Client, as these are determined in this Appendix, but this shall not create any responsibility towards the Client in relation to the actions or omissions of such third party. The Client authorizes the Company to open accounts with third parties, who will execute the Client’s transactions.

1.4 The Client acknowledges that transactions in derivative Financial Instruments are considered to be high-risk transactions so the Client must immediately inform the Company of any changes in his investment objectives. The Client declares that he has read the Risk Disclosure provided as a separate document, he has understood its content and meaning and accepts the inherent risk of transactions in derivative Financial Instruments.

1.5 All of the Client’s transactions in derivative Financial Instruments will be subject to the laws, regulations, and practices that govern transactions in derivative Financial Instruments (for the purposes of this Appendix shall be jointly referred to as the “Regulations”) as well as the Derivatives Exchange where the Client’s transactions will be executed. The Company may take specific action or may omit to act in a specific way if it deems it necessary in order to comply with the effective Regulations. Every such action or omission shall be binding on the Client.

1.6 The Company shall hold cash on behalf of the Client. All cash, whether this is the initial capital, new capital or cash that is the product of sales, shall be held by the third party and the Company will be able to execute transactions, as per Client’s orders, using this cash, within the scope of this Appendix.

1.7 The Client hereby acknowledges and accepts that where the Company carries out an order on behalf of the Client, a notice which confirms execution of the order and includes the essential information concerning its execution will be available immediately through the Electronic trading platform. The Company shall NOT send a separate notice of confirmation in any other means.

1.8 This Appendix shall take effect after its signing and shall remain in effect throughout the period when the Client’s account is active. The Client may terminate this agreement by providing a written notice to the Company and provided all client obligations to the Company have been settled and the termination is in line with regulations pertaining to the operation of regulated investment firms.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The current questionnaire aims to categorize Clients as either (a) Retail, (b) Professional or (c) Eligible Counterparties according to the Main Legislation L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets (hereinafter called “the **Law**”). It is very important that all information provided is complete and precise so as to enable the Company to protect and promote Clients’ Interests.

Client Data
<p>Please mark with a <input type="checkbox"/> for all applicable fields:</p> <p>1. Entities which are required to be authorized or regulated to operate in the Financial Markets such as:</p> <p><input type="checkbox"/> (a) Credit Institutions;</p> <p><input type="checkbox"/> (b) IFs;</p> <p><input type="checkbox"/> (c) Other authorized or regulated financial institutions</p> <p><input type="checkbox"/> (d) Insurance undertakings</p> <p><input type="checkbox"/> (e) Collective investment schemes and management companies of such schemes;</p> <p><input type="checkbox"/> (f) Pension funds and management companies of such funds;</p> <p><input type="checkbox"/> (g) Commodity and commodity derivatives dealers;</p> <p><input type="checkbox"/> (h) Locals;</p> <p><input type="checkbox"/> (i) Other institutional investors;</p> <p>2. Large undertakings meeting two of the following size requirements on a proportional basis:</p> <p><input type="checkbox"/> (a) Balance sheet total at least 20,000,000 EUR</p> <p><input type="checkbox"/> (b) Net turnover at least 40,000,000 EUR</p> <p><input type="checkbox"/> (c) Own funds at least 2,000,000 EUR</p> <p>3. <input type="checkbox"/> National and regional governments, public bodies that manage public debt, central banks, international and supranational institutions such as the World Bank, the Internal Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organizations.</p> <p>4. <input type="checkbox"/> Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions.</p> <p>5. <input type="checkbox"/> None of the above</p>

Client Declaration
<p>I confirm that I have provided all the required information and I hereby declare and confirm that this is true and correct and that I have not withheld any relevant or substantial information. Furthermore, I undertake to immediately inform the Company in writing of any change of this information.</p> <p>Full name: _____</p> <p>Signature: _____ Date: _____</p>

For Internal use Only
<p>Based on the information provided and the relevant provisions of the Law, the Client has been categorized as:</p> <p><input type="checkbox"/> Retail                      <input type="checkbox"/> Professional                      <input type="checkbox"/> Eligible Counterparty</p> <p>Categorized By : _____ Date: _____</p> <p>Checked By: _____ Date: _____</p>

I/We hereby declare the following:

I/We have received a copy of Eurivex's Order Execution Policy and I/we hereby confirm that I/we have read and understand its content and accept its terms.

I/We consent to the execution of my/our orders outside a regulated market or Multilateral Trading Facility (MTF).

I/We agree that when we place a limit order with Eurivex in shares which are admitted to trading on a Regulated Market and that limit order is not immediately executed under prevailing market conditions, Eurivex Ltd may, but will not be required to, make public the limit order in a manner which is easily accessible to other market participants, unless I/We have specifically instructed Eurivex Ltd otherwise.

With respect,

Full name: \_\_\_\_\_

ID/Passport/Reg. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Declaration for trading in Complex Financial Instruments**

Based on the information supplied in relation to your knowledge and experience, Eurivex Ltd (the “Company”) considers that Complex Financial Instruments (i.e. derivative Financial Instruments, CFDs etc) may not be appropriate products for you and you should familiarize yourself with such products and fully understand the nature and risks involved prior to opening a trading account.

If you still wish to proceed with the application for opening a trading account you hereby acknowledge and accept the following:

- I/we hereby declare that I/we have read the “Risk Disclosure” from the Company website which refers to the description of Financial Instruments and Investment Risks and I/we comprehend its content.
- I/we understand that investments in Financial Instruments and particularly in complex Financial Instruments may not be appropriate products for me/us as they entail investment risks whereby, in the event that prices change contrary to my/our investment position, there is a risk of losing a part or the whole of my/our invested capital.
- I/we acknowledge the risk warning that complex Financial Instruments (i.e. CFDs etc) may not be appropriate products for me/us, but I/we still wish to proceed with the application.
- I/we understand that the Company will not be exercising any judgement on my/our behalf and that I/we assume full responsibility for my/our investment decisions which will be carried out at my/our own initiative.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Foreign Account Tax Compliance Act (FATCA) is a United States federal law that requires United States persons, including individuals who live outside the United States, to report their financial accounts held outside of the United States, and requires foreign financial institutions to report to the Internal Revenue Service about their U.S. clients.

Inter-Governmental Agreements are in place with various Governments around the world, including all of the jurisdictions in which our platforms are incorporated, which allows Foreign Financial Institutions (as defined by FATCA) to report to their local tax authorities, who then report the data to the Internal Revenue Service in the US.

Eurivex Ltd is fully compliant with the requirements of FATCA, is registered and in possession of the Global Intermediary Identification Number (GIIN) which is an essential part in proceeding towards reporting status. The GIIN of Eurivex is 2IKCYD.99999.SL.196.

### Declaration form

**I/We, having applied to open an account with Eurivex declare and certify that**

- I am not a citizen or resident of the US
- I do not have any US tax obligation
- I do not reside in the USA for over 183 Days
- I have not applied for a Green Card or requested an American citizenship
- I do not have any family member that holds an American citizenship

and agree that I will advise you of any changes to the above information within 30 days of any such change.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Identification Numbers (TINs) are used to identify taxpayers and facilitate the administration of their national tax affairs. TINs are also useful for identifying taxpayers who invest in other EU countries and are more reliable than other identifiers such as name and address.

Financial institutions have to record the name and address of their account holders and, if there is one, the Tax Identification Number allocated by the EU country of residence for tax purposes. They must report the TIN, together with other personal and income details every year to the tax authorities of the country where they are established as part of their obligations under the [Savings Directive](#).

Please state the country where you are a Tax Resident: \_\_\_\_\_

Please state your personal or corporate Tax Identification Number (TIN): \_\_\_\_\_

In case of legal entity, state the Ultimate Beneficial Owner's (UBO) TIN: \_\_\_\_\_

**Legal Entity Identifier (LEI) number:** \_\_\_\_\_

**BOARD RESOLUTION**

At a meeting of the Board of Directors of \_\_\_\_\_ (the “Company”) duly convened in accordance with the provisions of the Articles of Association and held in \_\_\_\_\_ on \_\_\_\_\_ the following resolutions were passed:

1. That a brokerage and custody account is opened with Eurivex Ltd for the provision of Investment and Ancillary Services and Activities and that Mr/Mrs \_\_\_\_\_ shall be and is/are hereby fully authorized to sign all necessary documents.
2. That Mr/Mrs \_\_\_\_\_ shall be and is/are hereby fully authorised to give instructions for the purchase or sale or transfer of any securities and/or investments on behalf of the Company, to give instructions to debit and/or credit the Company’s Bank Accounts and generally to do all necessary acts in relation to the above.
3. That Eurivex LTD be furnished with a certified copy of a Company’s memorandum and articles of association and with copies of any amending special resolutions.
4. That Eurivex LTD be furnished with a list of the names of the shareholders, directors, secretary and other officers of the Company and with a specimen of the signatures of the authorised signatories, and that Eurivex LTD be authorised to act on any information given by any director or the secretary as to any changes therein.
5. That these resolutions be communicated to Eurivex LTD and remain in force until an amending resolution shall be passed by the Board of Directors and a certified copy shall be communicated to Eurivex LTD.
6. When no instructions to the contrary are given to Eurivex LTD the following terms will apply to all accounts in the name of the Company.

We certify that the foregoing resolutions have been duly entered in the minute signed therein and are in accordance with the articles of the Company.

<b>Directors and Secretary</b>		
<b>S/N</b>	<b>Name</b>	<b>Signature</b>

Date: \_\_\_\_\_