

CLIENT AGREEMENT

No: _____

Date: _____

FOR INTERNAL USE ONLY:

Client type

- Legal Entity
 Natural Person

Client Categorization (in accordance with Annex I)

- Professional Client**
- Per se Professional Client
 Elective Professional client
- Eligible Counterparty**

Client Re- Categorization

- On own initiative by GPBFS OR At Client's request
- From Eligible Counterparty to Professional Client
- From Professional Client to Eligible Counterparty

Terms of Business/ Schedule(s):

Version as of [June2019]

Negotiated Terms in Annex III

- N/A
 YES

THIS CLIENT AGREEMENT is made on **DATE/ MONTH/YEAR** by and between:

GPB - FINANCIAL SERVICES LIMITED, incorporated under the laws of Cyprus, registration number 246301, license number 113/10, issued by the Cyprus Securities and Exchange Commission, registered address: Crystalserve Business Center 2nd Floor, 65 Spyrou Kyprianou, Mesa Getonia, CY-4003, Limassol, Republic of Cyprus (“**GPBFS**” or the “**Company**”); and

If the Client is a legal entity:

[NAME] _____, a legal entity in the form of [PUBLIC / PRIVATE/ LIMITED COMPANY], duly incorporated according to laws of the [COUNTRY] _____ with registration number _____ and registered at [ADDRESS] _____, with Legal Entity Identifier (LEI) _____, Tax Identification Number [NUMBER] of [AUTHORITY] lawfully existing, organized and operating and having the right to hold its assets and perform its operations in such way in which they are conducted at the moment (the “**Client**” or “**You**”).

If the Client is a natural person:

[TITLE AND FULL NAME], national of [COUNTRY] and holder of [COUNTRY] passport No. [NUMBER], issued on [DATE] by [AUTHORITY], Tax Identification Number [NUMBER] of [AUTHORITY] (the “**Client**” or “**You**”).

THE PARTIES AGREE THE FOLLOWING:

1. This Client Agreement is drafted in the English language and forms a single agreement between you and us that supersedes all prior agreements, written or oral, consisting of:
 - this document and the Annexes hereto which constitute integral part hereof;
 - the General Terms of Business (the “**Terms**”), incorporated herein by reference, that apply to you on the basis of your categorization as either a Professional Client or Eligible Counterparty on the basis of the MiFID Consent and Contact Details Form, which is attached in ANNEX I TO THE CLIENT AGREEMENT - MIFID CONSENT AND CONTACT DETAILS FORM hereto;
 - The Conflict of Interests Policy, the Risk Warnings and Disclosures Policy, the Order Execution and Handling Policy (if applicable), the Clients’ Complaints Policy, the Privacy Policy and the Fee Schedule (all as amended and in force from time to time), which are incorporated by reference in the Terms and also herein;
 - the schedules, that are listed in ANNEX II TO THE CLIENT AGREEMENT – SCHEDULES hereto and incorporated herein by reference, with regard to the Services to be provided to you (each a “**Schedule**”), as may be amended by virtue of any arrangements (if any) as set out in ANNEX III TO THE CLIENT AGREEMENT – SPECIFIC TERMS hereto; and
 - (if applicable) the form of the Account Opening Letter, as set out in ANNEX IV TO THE CLIENT AGREEMENT - ACCOUNT OPENING LETTER;
2. Capitalized terms used but not otherwise defined in this Client Agreement shall have the same meaning as in the Terms.

3. Under this Client Agreement we agree to provide, and you agree to pay for, the Services on the terms and conditions set out in this Client Agreement, which shall govern all business transacted between you and us and will apply to any and all Services and/or Transactions, which we may be carrying out with or for you, unless you and us expressly agree otherwise in writing.
4. By executing the MiFID Consent and Contact Details Form (**Annex I** hereto), you understand that you have been classified and will be treated as a **[PLEASE DELETE ACCORDINGLY]** Professional Client/ Eligible Counterparty.
5. You are aware of your right to request different client categorization in accordance with the Terms. You are responsible to inform us immediately of any change which could impact your current categorization. Nevertheless, you agree that if we become aware of such changes, we will take any appropriate action and re-categorize you accordingly.
6. You represent and warrant to us that:
 - you have knowledge and understanding of the English language and the English language shall be the preferred language of communication between you and us;
 - you have read, fully understood and agree to be bound by the Terms, the Schedules listed in Annex II hereto (if any) and the other
 - **[PLEASE DELETE ACCORDINGLY] EITHER** you have been provided with a copy, in the physical form of the paper **OR** you have downloaded from the official website <https://www.gpbfs.com.cy/mifid/> and stored in a way accessible for your future reference and for any period of time you may deem adequate for the purposes of your information, which allows its unchanged reproduction:
 - The Terms to which the Client Categorization Policy is attached as Annex A and the following policies are incorporated by reference:
 - The Conflict of Interests Policy;
 - The Risk Warnings and Disclosures Policy;
 - The Order Execution and Handling Policy (if applicable);
 - The Clients' Complaints Policy
 - The Privacy Policy; and
 - The Fee Schedule
 - The Schedules for which you have requested us to provide Services (as applicable)
 - you expressly choose the electronic receipt and storage of the information contained in the aforementioned documents over the physical form of paper;
 - you understand that the information contained in any of the aforementioned documents is up-to-date as of the date stated above;
 - you specifically choose any future updates or amendments to the foregoing documents be provided to you via:

- the Durable Medium¹ as notified to us in the Contact Details Form of Annex I hereto and
 - by publication on the official website <https://www.gpbfs.com.cy/mifid/> ;
- you confirm that you have and will continue to have regular access to the internet and the stated e-mail unless you expressly notify us otherwise;
 - you expressly consent to the use of your securities and other financial instruments on the terms specified in Schedules and the maintenance of Client Assets in omnibus accounts (if and as applicable);
 - you have been made aware, where relevant, of the risks associated with margin trading, the consequences of your margin level falling below the agreed requirement, the procedures and deadlines applicable to liquidating cash and/or securities in your margin account as well as your obligation to deposit additional cash and/or securities to your margin account promptly upon our request (if and as applicable);
 - you agree to provide us and to continue to provide us with such information as we require in relation to the Terms and the Schedules, including all information required to comply with all Applicable Regulations and Rules and you warrant that any information provided to us by you is complete, accurate and not misleading in any material respect; and
 - you have expressly been and remain duly authorised for the execution and delivery of this Client Agreement.
7. This Client Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one and the same instrument provided that no counterpart shall be effective until each party has executed at least one counterpart. Any amendments to any Annexes to this Client Agreement, shall only be made in writing and any version of such Annexes shall be deemed to supersede, replace and otherwise change the contractual relationship from the date stated as applicable therein and this Client Agreement shall be read as amended and restated.
8. This Client Agreement has been entered into, delivered and takes effect on the date stated at the beginning of it.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

¹ Provision of information in paper form is available on request.

IN WITNESS whereof this Client Agreement has been signed by or for and on behalf of the parties hereto the day and year first above written.

GPB - FINANCIAL SERVICES LIMITED

SIGNATURE : _____

NAME : _____

POSITION : _____

THE CLIENT

SIGNATURE : _____

NAME : _____

POSITION : _____

WITNESS TO THE SIGNATURE

SIGNATURE : _____

NAME : _____

POSITION : _____

ANNEX I TO THE CLIENT AGREEMENT - MIFID CONSENT AND CONTACT DETAILS FORM

Consent for the provision of information in a durable medium other than paper

Your consent for the provision of information in a durable medium by electronic means i.e. electronic mail (email) or facsimile transaction (fax) to the addresses or numbers indicated in the Questionnaire or notified to us at a later stage. If you have not notified in Questionnaire the email or fax number you wish to receive information by electronic means, please provide with the said details here:

e-mail address: _____

fax number: _____

You consent for your classification as a:

- Professional Client**
- Per se Professional Client
 - Elective Professional client
- Eligible Counterparty**

Subject to the information you have provided, we propose to treat you as classified above for all the investment services we provide and for all financial instruments, including complex financial instruments² and applicable MIFID II protections will apply to you according to your categorisation. You are entitled to request different categorisation as a Retail Client, however, please note that we do not offer services to retail clients. When you are treated as Eligible Counterparty, you lose certain MIFID II protections, including “best execution” and the handling of your orders.

Your consent for not making public your limit orders in case these are not executed immediately under the prevailing market conditions except if you send us your order through the electronic trading platform

Your consent for us to use our discretion in executing your orders outside a Trading Venue as defined by MIFID II

We understand you will be entering into trades with us as principal and not as agent or trustee on behalf of any other person. Please inform us in written if the above understanding is incorrect.

THE CLIENT

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

² Special conditions apply for Elective Professional Clients, please refer to Elective Professional Letter

ANNEX II TO THE CLIENT AGREEMENT – SCHEDULES

The Services and Transactions carried out by us with you or on your behalf shall be limited to and/or subject to the terms set out in the following Schedules to the Client Agreement, which constitute integral part hereof:

[PLEASE DELETE IF NOT APPLICABLE]

- [Schedule A: Safekeeping and Custody Services]
- [Schedule B: Execution Only]
- [Schedule C: Margin Trading]
- [Schedule D: Repurchase Transactions Services]
- [Schedule E: Fee Letter]

Any amendments to this Annex II to the Client Agreement shall only be made in writing and shall supersede any previous versions of this Annex II.

IN WITNESS whereof this Annex II to the Client Agreement has been signed by or for and on behalf of the parties hereto the day and year first mentioned below and shall apply from **DD/MM/YYYY**.

GPB - FINANCIAL SERVICES LIMITED

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

THE CLIENT

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

WITNESS TO THE SIGNATURE

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

ANNEX III TO THE CLIENT AGREEMENT – SPECIFIC TERMS

With regard to the Services and Transactions carried out by us with you or on your behalf as specified in the Client Agreement, the following specific arrangements shall apply with effect from **DD/MM/YEAR**:

A. Terms:

Not Applicable **OR** The below referenced Terms are amended and/or deleted and/or shall apply as follows:

[Please specify]

B. Schedules:

Not Applicable **OR** The below referenced Clauses of the respective Schedule shall apply as follows **[PLEASE DELETE AND/OR SPECIFY AS APPLICABLE]**:

- [Schedule A: Safekeeping and Custody Services]
- [Schedule B: Execution Only]
- [Schedule C: Margin Trading]
- [Schedule D: Repurchase Transactions Services]
- [Schedule E: Fee Letter]

Any amendments to this Annex III to the Client Agreement, shall be made in writing and shall supersede any previous versions of this Annex III.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS whereof this Annex III to the Client Agreement has been signed by or for and on behalf of the parties hereto and shall apply with effect from **DD/MM/YEAR:**

GPB - FINANCIAL SERVICES LIMITED

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

THE CLIENT

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

WITNESS TO THE SIGNATURE

SIGNATURE : _____

NAME : _____

POSITION : _____

DATE : _____

ANNEX IV TO THE CLIENT AGREEMENT - ACCOUNT OPENING LETTER

TO:
[NAME OF CLIENT]
[ADDRESS]

DD/MM/YEAR
[BY HAND] OR VIA [EMAIL/FAX]

RE: OPENING OF ACCOUNTS WITH GPB - FINANCIAL SERVICES LTD

Dear Sirs,

We would like to inform you that the following Cash Accounts and Securities have been opened for the Client:

For transactions nominated in EURO:

Cash Account : _____
Security Account : _____

For transactions nominated in USD:

Cash Account : _____
Security Account : _____

For transactions nominated in RUB:

Cash Account : _____
Security Account : _____

GPB - FINANCIAL SERVICES LIMITED

SIGNATURE : _____

NAME : _____

POSITION : _____