



TERMS OF INVESTMENTS IN INITIAL PUBLIC OFFERING

APPENDIX 17 TO THE AGREEMENT FOR THE PROVISION OF INVESTMENT AND ANCILLARY SERVICES



TERMS OF INVESTMENTS IN INITIAL PUBLIC OFFERING

This Appendix is an integral part of the Agreement for the provision of investment and ancillary services and Appendices thereto (hereinafter “Brokerage Agreement”).

The provisions of this Appendix apply to legal relationship between the Client and Company, only in case the Client submits an Specific Order, confirming the Client's intention to execute the Specific Order on terms and conditions set out herein.

DEFINITIONS

“**Allocation**” means actual number of shares purchased during the initial public offering. Final amount of shares allocated depends on a number of reasons out of control of the Company.

“**Applicable regulation**” means laws, rules and regulations of the country where the Company may carry out the transactions under the Brokerage agreement as well as any other country's law, regulations and rules affecting Client's rights and liabilities in respect of the transactions related to each of them as amended, replaced, expanded or re-enacted from time to time.

“**Initial public offering**” (**IPO**) means the process where a private company issues new and (or) existing security to the public for the first time.

“**Specific Order**” means the type of client's order used for execution of IPO or SPO.

“**Lock-up period**” means the period during which Client is not be able to sell the IPO shares that they were allotted.

“**Market Rules**” means rules, regulations, customs and practices from time to time of any trading venue, exchange or other organisation or market, regulatory authority, issuers or third party involved in the execution of a transaction and any exercise by any such venue, exchange or other organisation or market, or third party of any power or authority conferred on it.

“**Prospectus**” means the key marketing and legal document that the Issuer uses to market its securities to the public.

“**Secondary public offering**” (**SPO**) means the process where a private company issues new and (or) existing security to the public that has already made an initial public offering (IPO).

GENERAL

This Appendix defines rules and principles for reception, transmission and execution of Specific Orders by the Company in the financial markets on behalf of the Client.

The Client hereby acknowledges and agree that:

- They have carefully familiarized with this Appendix, and relevant Market Rules, IPO prospectus, where applicable, and shall be solely responsible for any implications of own actions connected and/or related to submission of Specific Orders;
- None of the Company employees may provide investment or trading advice/recommendation or solicit orders and none of the information or other material provided by Company or on Company's website constitutes an offer, recommendation or a



solicitation to buy or sell securities, derivatives or other investments;

- The decision to trade remains with them at all times and that the Client retains full responsibility for all investment decisions and their potential and factual outcomes. The Company will never be making investment decisions on the Client's behalf.

The Company will perform any necessary or expedient actions, connected with participation in IPO or SPO, including, without any limitations, payment of exchange, transfer, custody and other fees without prior notification of the Client and in accordance with provisions of the relevant framework.

As per the Brokerage Agreement, including but not be limited to the Costs, Charges and Inducements information and Fee Schedule, the Client is responsible for the payment of any and all commissions, fees, any applicable duties and taxes, applicable third party fees, and all other liabilities, charges, costs and expenses payable in connection with Specific Order placement and (or) Specific Order execution.

TERMS OF EXECUTION OF SPECIFIC ORDERS

The Company may not prescribe any Lock-up period, however the Lock-up period restrictions may be imposed by Applicable regulations, Market Rules, a third party broker which executes the transaction or relevant IPO prospectus.

At the stage of Allocation the proportion of such Allocation cannot be guaranteed. The Client understands and acknowledges the possibility and consequences of partial allocation and unconditionally agrees to the partial or zero allocation that may present itself during the IPO or SPO.

The deadline for submission of the Specific Order by the Client may be specified by the Market Rules or the Applicable Regulations or the third party broker which executes the transaction. The Client is responsible for meeting the prescribed deadline.

In case the Client has insufficient balance to cover the transaction on the Client's account at the moment of Specific Order execution the Company may proceed with partial execution of the order or refuse Specific Order solely on its discretion in accordance to Section 7 of the Terms & Conditions for the provision of Investment and Ancillary Services (Appendix 1 to the Brokerage agreement). The Client understands and acknowledges the possibility and consequences of partial executions or no execution in the case of insufficient funds on the Client's account and unconditionally agrees to the partial execution of Specific Order or refusal thereof that may occur during the Allocation.

Due to the specific parameters of the certain IPO the Company reserves right to restrict certain types and classes of Clients from participation in IPO if deems not appropriate or nonconforming the Client's level of protection and inability to assess the risks or other rationale of the Company.

The Company executes the Client's Specific Order in accordance with the Best Execution and Order Handling Policy. It should be noted that the speed and likelihood factors of execution are



not relevant factor for execution of Specific Order, due to the nature of subscription, there is only one day on which new securities are issued to new owners.

The rules applicable to trading in certain IPO, including but not limited to Allocation, restriction of participation Brokerage agreement, are publicly available. The Client must have familiarized themselves with such rules before providing the Company with a Trade Order.

GENERIC TYPES OF RISK OF SPECIFIC ORDERS

The Client should ensure that they have understood the risk involved. The Client should be aware that investing in an IPO involves significant risks.

In accordance with provisions of Risk Disclosure Statement, when making decision to make a Specific Order, the Client must bear in mind that investment in securities and other financial assets may carry a risk of non-gaining expected income and occurrence of loss of all of the funds invested (or any part thereof), or even more.

MARKET/PRICE RISK

The value of a financial instrument may fluctuate dramatically due to different market factors including the price or level of any underlying reference asset, level of interest rates, credit quality of the issuer and guarantor (where applicable), foreign exchange rates, volatility, liquidity and tenor remaining on the financial instrument (if relevant). Such financial instrument may depreciate in value as quickly as it may appreciate and can also become valueless. Investing in IPO is as likely to incur losses as it is to make profit.

TECHNICAL RISK

The Client fully understands the content, nature and degree of risks associated with the execution of transactions for the acquisition of securities during the IPO, assumes these risks in full, including, but not limited to, the risks specified in the Risk Declaration.

ISSUER RISK

Issuer risk means a risk of the issuer's insolvency, changing of credit and other ratings of the issuer, bringing suits or claims against the issuer that may result in dramatic decrease of value of the issuer's securities or failure to redeem the debt securities. It should be noted that the Issuer may not provide the complete information about non-publicly traded securities, in this case, the Client will have access to less reliable and less detailed information about the issuers, consequently, the Client may be obliged to make investment decisions based on available financial information.



All risk disclosing documents shall constitute an integral part of the Brokerage agreement. In case the Client does not understand any aspect of these documents, the Company recommend the Client to consult an independent adviser and obtain a full understanding of such terms.