



# CLIENT CABINET RULES

*APPENDIX 19 TO THE AGREEMENT FOR THE PROVISION OF INVESTMENT AND ANCILLARY SERVICES*

## VERSION CONTROL

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**APPENDIX № 19**

**to the Agreement for the provision of investment and ancillary services**

This Appendix is an **integral part** of the Agreement for the provision of investment and ancillary services (hereinafter “Brokerage Agreement”). By signing the Brokerage agreement, the Client accepts the provisions of this Appendix.

**1. DEFINITIONS**

In the present Client Cabinet Rules (hereinafter – “**Client Cabinet Rules**”), the following terms shall, unless the context otherwise requires, have the following meanings and may be used in singular or plural as appropriate:

“**Account**” or “**Client’s Account**” means any and all accounts opened by Skanestas Investments Limited (further – “Skanestas”) for the Client under the Skanestas Terms of Business pursuant to the Agreement and all references to anything being done or performed on account or for account of the Client shall be construed as references to the same being done or performed on behalf of the Client (and at expense of the Client) by reference to the Account;

“**Broker’s Report**” means a periodic statement containing records of transactions, showing status of the Client’s Account maintained at Skanestas, an estimate of the market value of Financial Instruments held by Skanestas on account of the Client (as determined by Skanestas), monetary funds and positions that have arisen out of Skanestas carrying out Orders and Instructions and such other information as may be determined appropriate to be provided to the Client by Skanestas;

“**Client Cabinet**” means a Skanestas private portal used for provision of information by Skanestas to the Client and for performance only of such actions as are expressly permitted by these Client Cabinet Rules with respect to any Account, which may be accessed from Internet via the website: <https://my.skanestas.com>.

“**E-mail Address**” means the e-mail address (and, where applicable, all software and all hardware used for accessing of the such e-mail address, as well as passwords and other identification data necessary to access and/or use such e-mail address) that forms part of the Client’s authorized contact details as the same are determined by Skanestas to have been identified in the relevant Annexes to the Identification Form (or in such other manner as may have been requested by the Client in writing and agreed upon by Skanestas) and that is accessible only by the User who has submitted the relevant Client Cabinet online Registration Form. The E-mail Address is used as the primary identification tool to identify the User and the Client in the Client Cabinet in the course of provision of any documents and information to Skanestas via the Client Cabinet (including in the course of logging in the Client Cabinet and use of the Client Cabinet after the logging in);

“**Feedback**” means a record provided via the Client Cabinet in furtherance of an action performed by the User, representing the result of processing of information regarding such action;

“**Skanestas Terms of Business**” means Skanestas Terms of Business posted on the website of Skanestas: [www.skanestas.com](http://www.skanestas.com), which may be amended from time to time in accordance with its provisions and which were adhered to by the Client in accordance with the Terms of business for provision of brokerage services.

**“Password”** means a unique combination of digits, letters and/or other symbols, which is created solely by the User by use of the Client Cabinet and is known only to him/her. The Password is used as the primary identification tool to identify the User and the Client in the Client Cabinet in the course of operations in the Client Cabinet (including in the course of logging in the Client Cabinet and use of the Client Cabinet after the logging in), provided that certain actions may require use of the Temporary Password;

**“Temporary Password”** means a unique combination of digits, letters and/or other symbols, which is created by the Skanestas and provided to Client to be used by User on the first entry to a Client Cabinet. The Temporary Password is used as the primary identification tool to identify the User and the Client in the Client Cabinet in course of creating a permanent Password (including in the course of logging in the Client Cabinet and use of the Client Cabinet after the logging in);

**“Usage Period”** means the period starting on the date when any User is provided with the access to Provide Cabinet in accordance with these Client Cabinet Rules and ending on the date when there are no Users who are provided with an access to the Provide Cabinet in accordance with these Client Cabinet Rules;

**“User”** means an Authorized Person of the Client (or, where applicable, the Client itself) who is determined by Skanestas to be authorized (at very least) to access and receive information from Skanestas via the Client Cabinet and any person who identifies itself as a User by specifying the E-mail Address (and, where applicable, the Password);

Without prejudice to the aforementioned provisions any other terms used in the Client Cabinet Rules shall be construed in accordance with the Skanestas Terms of Business unless otherwise is evident from the context or directly stated in these Private Cabinet Rules. For the avoidance of doubt, nothing in this rules, unless expressly provided herein, shall constitute an amendment of Skanestas Terms of Business and nothing shall constitute a waiver of any rights Skanestas has towards the Client under any agreement concluded between Skanestas and the Client or otherwise.

## **2. RULES AND APPLICABLE PROCEDURES**

### **2.1. In accordance with the present Client Cabinet Rules, the Client automatically receives access to the Client Cabinet, when opening a Client’s account.**

**2.2.** These Client Cabinet Rules constitute the Brokerage Agreement between the Client and Skanestas relating to Client Cabinet. Subject to provisions of these Client Cabinet Rules that are intended to apply outside the Usage Period, these Client Cabinet Rules shall apply at all times within the Usage Period. Without prejudice to generality of the aforesaid, the Client expressly agrees that this Section 2 shall apply at all times.

**2.3.** Skanestas unilaterally, at its sole discretion and without notifying the Client, determines the scope of the Services that are provided via the Client Cabinet, as well as sets limits and/or restrictions that would be applicable from time to time in respect of the access to and use of Client Cabinet and the Services provided via Client Cabinet. Unless otherwise agreed upon and confirmed in writing by Skanestas, the Client shall not be entitled to assume that any particular Services would be provided to the Client via Client Cabinet.

**2.4.** The Client acknowledges and agrees that Skanestas may provide access to the Client Cabinet to any User with respect to any Account without further approval or prior notice to the Client in accordance with these Client Cabinet Rules. Upon request of the Client in writing, Skanestas may provide information to the Client regarding the Users that have been provided access to the Client Cabinet with respect to any Account. Upon request of the Client in writing, Skanestas may terminate the access to the Client Cabinet in respect of any User. The Client shall ensure that all actions of any User by use of the Client Cabinet shall be duly

authorized by the Client and authorizes Skanestas to rely upon the authority of any User to legally bind the Client by any actions of the User by use of the Client Cabinet as though the Client itself made such actions. Should Skanestas determine that there is any defect in the authority of any User, the Client agrees to expressly confirm to Skanestas the authorities of the Users in such form or forms as may be requested by Skanestas.

**2.5.** The Client and the User are obliged to comply with the procedures and requirements prescribed by these Client Cabinet Rules at all times within the Usage Period. Skanestas shall retain the right from time to time to make amendments and supplements to the said procedures in the manner agreed upon for amendment of Skanestas Trading Regulations. The Client shall ensure compliance by the Users with such procedures and requirements, as amended and supplemented from time to time.

**2.6.** Unless otherwise expressly provided herein, the provisions of Skanestas Terms of Business are incorporated into these Client Cabinet Rules and shall apply accordingly.

### **3. LEGAL CONSEQUENCES OF ACTIONS IN THE CLIENT CABINET**

**3.1.** The Client acknowledges and agrees that Skanestas is authorised (but shall not be obliged) to provide the Client (and the Users) with any documents and information via the Client Cabinet, including without limitation:

- 3.1.1. Current Balance;
- 3.1.2. Current Positions;
- 3.1.3. Committed Trades;
- 3.1.4. Broker`s Report.

**3.2.** Documents and information provided by Skanestas via the Client Cabinet pursuant to paragraph 3.1 above are considered duly given and delivered to the Client from the moment when they become available to any User via Client Cabinet. Unless otherwise requested by the Client in writing, Skanestas is authorized (but shall not be obliged) to provide any of the documents and information as specified in paragraph 3.1 above exclusively via Client Cabinet at such time or times as Skanestas determines to be appropriate during the Usage Period. The Client agrees that any documents and information provided by Skanestas via the Client Cabinet pursuant to paragraph 3.1 above shall be considered by the Client to be provided in an equivalent of paper form and to be provided in writing. The Client agrees that it is responsibility of the Client to ensure that the Users:

- 3.2.1. understand the nature of the documents provided via the Client Cabinet and their effect;
- 3.2.2. promptly review the documents and information provided by Skanestas via the Client Cabinet;
- 3.2.3. promptly notify Skanestas should any documents or information provided by Skanestas via the Client Cabinet contain any discrepancies;
- 3.2.4. promptly notify Skanestas should any documents or information that may be provided by Skanestas via the Client Cabinet be required to be provided otherwise than via the Client Cabinet .

**3.3.** All actions of the User by use of the Client Cabinet are fully binding upon the Client with no exceptions. Without limiting the generality of the aforesaid, the Client acknowledges and agrees that:

3.3.1. making of any documents or information by Skanestas available via the Client Cabinet to any User shall have the same legal effect as if such documents were delivered by hand by an authorized representative of Skanestas to the Client (its Authorized Person) and any such information as communicated to the Client in the form of such documents.

**3.4.** Should at any time Skanestas become aware of any discrepancy in any document or information provided via the Client Cabinet to the Client, Skanestas may by a notice to the Client permit such document

or information to be treated as without any effect and to make such further amendments to such document or information as shall be determined appropriate by Skanestas (including by removing or replacing such document or information from the records and registers as maintained by Skanestas pursuant to paragraph 3.8. below), but Skanestas shall not be obliged to act upon a notice of a discrepancy of the Client (the User) unless Skanestas determines that such discrepancy occurred at no fault of the Client and/or of the User.

**3.5.** The Client acknowledges and agrees that any actions of the User and of Skanestas by use of the Client Cabinet (including, without limitation, the actions in the course of registration for the use of the Client Cabinet and logging in the Client Cabinet under the E-mail Address and the Password) may be automatically recorded on the server of Skanestas in the corresponding registers and used by Skanestas for the purposes of provision of the Services, provision of access to the Client Cabinet, processing of documents and information provided to Skanestas via the Client Cabinet, verification of identity of the User and any other legitimate objectives. Whenever Skanestas determines appropriate in furtherance of such actions of the User, Skanestas shall update the documents and information available to the User (and, where applicable, any other Users) via Client Cabinet with the Feedback. The Client shall ensure that the Users shall study the Feedback and, should any discrepancy become identified in the Feedback, shall promptly (and in any event within one Business Day from the date of provision of the Feedback via Client Cabinet) report such discrepancy to Skanestas in writing. For as long as no discrepancy was reported to Skanestas, the Client agrees that the Feedback shall constitute a prima facie evidence of the valid performance of actions identifiable from such Feedback by the User by use of Client Cabinet and Skanestas shall be entitled to rely upon such Feedback as an express affirmation of such actions by the Client. Should there be any differences or disagreements between the Client and Skanestas as to the actions (or inactions) of the User or of Skanestas by use of Client Cabinet, the Client and Skanestas agree that the contents of the registers as maintained on the server of Skanestas shall be conclusive evidence of such actions.

**3.6.** The Client assumes all risks of use of the Client Cabinet. The Client is solely responsible for all actions performed and all documents and information provided by to any person or persons who identify themselves as Users by specifying the E-mail Address (and, where applicable, the Password), whether such person or persons are Users or not. The Client acknowledges and agrees that it is responsibility of the Client to ensure that the E-mail Address is accessible only by the User and that the Password is known only to the User. The Client agrees that the specification of the E-mail Address (and, where applicable, the Password) by a person in the course of use of the Client Cabinet may be relied upon by Skanestas as sufficient Identification.

#### **4. ACCESS TO THE CLIENT CABINET**

**4.1.** The access to the Client Cabinet shall be deemed duly provided when:

4.1.1. the User completes the registration for the use of the Client Cabinet in accordance with these Client Cabinet Rules;

4.1.2. Skanestas activates the use of the Client Cabinet in respected Account by providing a temporary password.

**4.2.** The access to the Client Cabinet shall be deemed terminated when Skanestas deactivates the use of the Client Cabinet by the User in respect of the Account.

**4.3.** To perform the registration for the use of the Client Cabinet, the User may complete the registration form (the `**Registration Form**`) available on the website of Skanestas ([www.skanestas.com](http://www.skanestas.com)), which is accessible directly at <https://my.skanestas.com/registration>. The completed Registration Form is submitted electronically to Skanestas.

**4.4.** The Registration Form shall be completed with such Identification Data as shall be determined by Skanestas to be sufficient to identify the Client and the User completing the Registration Form. Additionally, each Registration Form must be completed with the information specifying the E-mail Address, the Password. Skanestas may from time to time change the scope of information that may be specified in the Registration Form. In any of these cases the Client agrees that such Identification Data as determined by Skanestas is sufficient for purposes of registration and/or further access to the Client Cabinet and confirms that Skanestas may process these Identification Data in any mode chosen by Skanestas in its sole discretion.

**4.5.** In furtherance of electronic submission of the Registration Form, the Skanestas shall send an e-mail (or a set of e-mails) containing Temporary Password and further instructions that the User must follow in order to create a Password, thus complete the registration for the use of the Client Cabinet. The Client acknowledges and agrees that Skanestas may refuse to activate the use of the Client Cabinet by the User in respect of the Account where the User has failed to complete the registration for the use of the Client Cabinet.

**4.6.** In furtherance of electronic submission of the Registration Form, Skanestas determines whether it is appropriate to activate the use of the Client Cabinet by the User in respect of the Account. Skanestas reserves the right to contact the User and/or the Client to obtain any such additional information as Skanestas shall determine appropriate, including verifying any particular Identification Data specified in the Registration Form. Skanestas shall not be obliged to activate the use of the Client Cabinet by the User in respect of the Account.

**4.7.** Skanestas reserves the right to reject any Registration Form submitted by the User where such Registration Form has not been completed with sufficient information, contains misleading information or contains information that contradicts the information available to Skanestas with respect to the User or the Client. Skanestas shall not be obliged to inform the Client or the User of rejection of any Registration Form. Should the Client or the User determine that any Registration Form was rejected by Skanestas, the Client shall ensure that the User contacts Skanestas in accordance with paragraph 4.10 below.

**4.8.** Should there be several Accounts of the Client, or should any User be a User for several clients of Skanestas, the Skanestas will provide and activate the use of the Client Cabinet by the User in respect of each Skanestas Account of other Client in accordance with paragraph 4.10 below.

**4.9.** Should any User require additional information regarding or assistance with obtaining of access to the Client Cabinet, the User shall promptly contact Skanestas to obtain further guidance. The provision of such guidance is at Skanestas` discretion and under no circumstances is a binding obligation of Skanestas.

Skanestas reserves the right to permit performance of registration for the use of the Client Cabinet in any manner not expressly provided for by these Client Cabinet Rules (whether in full or in any specific part).

## **5. CHANGE AND RESTORATION OF PASSWORD AND TEMPORARY PASSWORD**

**5.1.** For security reasons, each User may be required from time to time to change the Password. Skanestas may additionally require the User to change the Password upon logging in the Client Cabinet for security reasons. The User may change the Password and the Temporary Password at any time by completing the corresponding form, receiving a new Temporary Password, and after logging in the Client Cabinet, creating a new permanent password.

**5.2.** In case the User forgot his/her Password, the User can restore it by filling in and submitting electronically to Skanestas a special form available on [my.skanestas.com](http://my.skanestas.com). A submission of such form shall result in the Skanestas resetting the Password to a temporary Password and sending a notification to the E-mail Address specifying the temporary Password assigned. The User shall be required to change the temporary Password upon logging in the Client Cabinet for the first time after submission of that form.

**5.3.** Should any User require additional information regarding or assistance with changing of the Password or the Temporary Password or restoration of the Password, the User shall promptly contact Skanestas to obtain further guidance. The provision of such guidance is at Skanestas` discretion and under no circumstances is a binding obligation of Skanestas.

## **6. RIGHT TO TERMINATE ACCESS TO OR USE OF CLIENT CABINET**

**6.1.** Skanestas is entitled not to process any request, documents or information provided to the User via Client Cabinet, as well as to deactivate (or otherwise restrict) the use of the Client Cabinet by the User in respect of any Account, if Skanestas determines that:

6.1.1. there is a possibility or threat of illegal or unauthorized use of the Client Cabinet, E-mail or Password;

6.1.2. Skanestas has reasonable concerns that the User was not (or has ceased to be) authorized to act on behalf of the Client;

6.1.3. the Client or the User do not follow and / or comply with Skanestas Terms of Business and/or the Client Cabinet Rules;

6.1.4. Skanestas has reasonable concerns regarding the User's identity and/or correctness of any documents or information provided to Skanestas (whether via the Client Cabinet or not) by or on behalf of the Client or the User;

6.1.5. the User or Client do not follow and/or comply with any requirements or directions or guidelines of Skanestas with respect to use of the Client Cabinet (whether forming part of these Client Cabinet Rules or not);

6.1.6. it is appropriate to terminate the license of the User to use the Client Cabinet for any reason whatsoever, provided that Skanestas shall not be obliged to assign any particular reason to such determination.

**6.2.** Nothing in these Client Cabinet Rules shall be interpreted as:

6.2.1. obliging Skanestas in any way, inter alia to grant access to the Client Cabinet to any User or to grant a license to use the Client Cabinet to any User;

6.2.2. obliging Skanestas in any way, inter alia to restrict (and/or terminate) the access to the Client Cabinet with respect to any User at any time unless Skanestas has been provided with a written notice from the Client (its Authorized Person) requesting the same;

**6.3.** The Client acknowledges and agrees that Skanestas may restrict (and/or terminate) the access to the Client Cabinet at any time without prior notice to the Client.

## **7. SECURITY**

### **7.1. CONFIDENTIALITY OF INFORMATION:**

7.1.1. The Password and the Temporary Password are confidential information, which is required to be known only to the User who specified such Password and Temporary Password in the course of registration for the use of the Client Cabinet or changing of the Password or the Temporary Password or obtained such Password in the course of restoration of the Password. The User shall not divulge or make available that confidential information to third parties (including any other Users or the Client) without prior written approval of Skanestas, as well as the User shall take all actions to prevent the possibility of divulging or availability to any third party of the Password and the Temporary Password.

7.1.2. The User is obliged to keep safe the Password and the Temporary Password, as well as to change the Password periodically (and at least at such frequency and upon occurrence of such events as may be required by Skanestas).

### **7.2. UNAUTHORIZED OF UNLAWFUL USE:**

7.2.1. Skanestas bears no responsibility in relation to any unauthorized or unlawful use of E-mail Address and/or the Password and/or the Client Cabinet by any third party or by the User. The Client is ultimately responsible for any use of the E-mail Address, the Password, the Temporary Password and the Client Cabinet by any person and the Client shall ensure that the same is used only by the Users and that each such use shall be duly authorized and lawful (and in any event in full compliance with Applicable Law), including by adopting such measures as are necessary to prevent any unauthorized or unlawful use of the same by any person (whether such measures are prescribed by Skanestas or not).

7.2.2. In order to prevent unauthorized or unlawful use of the E-mail Address and/or the Password and/or Temporary Password and/or the Client Cabinet, the Client shall at very least ensure compliance with the measures specified in these Client Cabinet Rules, including the following measures:

- the Client shall ensure that only the User that has completed the registration for the use of the Client Cabinet shall have access to and shall be able to receive e-mails sent to the E-mail Address as specified in the corresponding Registration Form;
- in case the Password and/or Temporary Password are known or may be known to any person who is not the User that has completed the registration for the use of the Client Cabinet (or suspicion of such an instance), the Client shall ensure that the User shall immediately notify Skanestas in writing;
- in case any unauthorized or unlawful use of the E-mail Address and/or the Password and/or Temporary Password and/or the Client Cabinet is detected by the Client or any User, the Client shall immediately notify Skanestas accordingly in writing.

7.2.3. The Client expressly acknowledges that taking into account that technologies advance constantly, it is impossible to foresee all ways of obtaining unauthorized or illegal access to or use of the Client Cabinet, the E-mail Address, the Password and the Temporary Password and it is impossible to list all actions that the Client and the Users should take or avoid taking in order to use safely the Client Cabinet, the E-mail Address, the Password and the Temporary Password. The Client is required to exercise its own decision making in determining the measures (in addition to those expressly specified in these Client Cabinet Rules) that the Users shall be required to follow and comply with in order to prevent unauthorized or illegal access to or use of the Client Cabinet, the E-mail Address, the Password and the Temporary Password (including, without limitation, to exercise control over the use of the same by the Users), on understanding that there is a significant risk of confidentiality/information protection loss should the measures adopted by the Client be insufficient.

### **7.3. RESPONSIBILITIES:**

7.3.1. The Client bears responsibility for ensuring that:

- all reasonable security measures are in effect in order to prevent access of unauthorized persons to the Client Cabinet, the E-mail Address, the Password and Temporary Password;
- Skanestas is promptly informed of all such matters as are expressly provided for in these Client Cabinet Rules;
- for discharge of obligations of the Client under these Client Cabinet Rules.

7.3.2. The Client acknowledges and agrees that:

- Skanestas bears no responsibility for processing of information, execution of documents and relying upon the Client discharging its obligations under these Client Cabinet Rules in full;
- Skanestas bears no responsibility for any delays in the accessing to or use of the Client Cabinet and/or processing of any documents or information provided via the Client Cabinet ;
- Skanestas bears no responsibility for any losses or damages which may arise out of any use of the Client Cabinet by any person or persons and any person or persons having access to the Client Cabinet . Should Skanestas become requested by the Client (its Authorized Persons) to restrict (and/or terminate) the access to the Client Cabinet with respect to any User, Skanestas will endeavor to restrict (and/or terminate) such access promptly, but the Client shall be fully responsible for any use of the Client Cabinet and any person having access to the Client Cabinet before such time as such access becomes so restricted (and/or terminated).

### **7.4. ENHANCEMENT OF SECURITY MEASURES:**

7.4.1. Skanestas shall have the right to implement from time to time any additional security measures that the Client and/or the Users shall be obliged to follow, including by requiring the Users to use and specific or additional codes, passwords or devices and/or to follow any particular security guidelines or



safety procedures. Skanestas is expressly authorized (but shall not be required) to separately verify the identity of any Users and legitimacy of use of the Client Cabinet by any person.

#### **7.5. SPECIFIC SECURITY MEASURES:**

7.5.1. The Client shall be required to ensure that the User shall comply with the following non-exhaustive security measures:

7.5.1.1. It is prohibited to write down the Password and in any medium, otherwise than as part of logging in and use of the Client Cabinet;

7.5.1.2.

7.5.1.3. It is prohibited to choose the Password that could be associated with the User's name, surname or other personal data, or with personal data of other close persons or pets;

7.5.1.4. The Password should be changed periodically even if the User does not suspect that any unauthorized person knows or might know them;

7.5.1.5. Access to and use of the Client Cabinet from computers or similar devices available in public areas (e.g. internet cafes) or through publicly available internet connection must be avoided;

7.5.1.6. Access and/or use of the Client Cabinet following redirection from links, especially banners or those received by e-mail, must be avoided. The address of the page for logging in the Client Cabinet (<https://my.skanestas.com>) should be typed in address bar of the browser fully (use of auto-suggestions or redirection from web search websites should be avoided);

7.5.1.7. If any User receives any unsolicited e-mails or telephone call relating to Client Cabinet (especially prompts to change the E-mail Address, the Password or the Temporary Password), this should be reported to Skanestas immediately;

7.5.1.8. The User must never leave his/her computer or similar device unattended while logged in the Client Cabinet and any device used for accessing of the Client Cabinet (or the E-mail Address) must be kept safely in the manner that would prevent its inadvertent loss. Should any such device become stolen or lost, this should be reported to Skanestas immediately;

7.5.1.9. The User must have valid antivirus system on the computer or similar device used for accessing of the Client Cabinet. Skanestas does not guarantee that website of the Skanestas will be secure or free from bugs or viruses nor that Skanestas's website is fit for a purpose. The Client must not misuse Client's website by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. The Client must not attempt to gain unauthorised access to Skanestas's website, the server on which Skanestas's website is stored or any server, computer or database connected to Skanestas's website. The Client must not attack Company's website via a denial-of-service attack or a distributed denial-of service attack;

7.5.2. Skanestas shall never and under no circumstances request the Password and Temporary Password in any communications with the User, except as part of accessing to or use of the Client Cabinet. Such information must not be disclosed even to Skanestas' employees;

7.5.3. The Client must control the Account status and Account balance, as well as to review regularly transactions in order to make sure that no actions that the Client/User are unaware of had taken place.

#### **7.6. LIABILITY AND DISCLAIMER**

7.6.1. Without prejudice and in addition to the provisions of these Client Cabinet Rules, and to the fullest extent permissible under the Applicable Law, Skanestas will not be liable for any costs, losses, damages, expenses or legal fees incurred directly or indirectly by the Client in connection with the Services provided

to the Client via the Client Cabinet or as a result of any use, misuse, inability to use or error of the Client Cabinet.

7.6.2. 7.6.2. The Client acknowledges that the access and use of the Client Cabinet is provided 'as is', without further representation or warranty of Skanestas. In particular, the Client acknowledges that the Client Cabinet is presently undergoing testing and ongoing development and accordingly:

- Skanestas does not represent or warrant availability of any particular functionality by use of the Client Cabinet, or access to any particular functions via the Client Cabinet, or that the use of any particular functions via the Client Cabinet shall be error free or would not undergo any changes without a prior notice to the Client;
- Skanestas does not represent or warrant that any documents or information provided to Skanestas via the Client Cabinet shall be processed or acted upon by Skanestas and that any documents or information provided by Skanestas via the Client Cabinet shall be complete and error free;
- Skanestas does not represent or warrant that the Client Cabinet is fit for any purpose whatsoever.

7.7. The Client bears any and all risks and liabilities associated with use of the Client Cabinet whether in accordance with these Client Cabinet Rules or not.

## **8. TRADE ORDER PLACEMENT VIA CLIENT CABINET**

Skanestas provides an opportunity for the Client to give orders through the Client Cabinet. Whereas the Client has requested Skanestas to provide access to the placement of trade orders via the Client Cabinet of the Skanestas website.

By requesting access to the option of placing trade orders via the Client Cabinet, **the Client hereby confirms and acknowledges** that:

- The Client has valid and operational access to the Client Cabinet;
- The Client hereby certifies that they read, understood, and consented carefully to these Cabinet Rules of Orders.

Be it acknowledged that the Client gives the consent that the information provided via the Client Cabinet is in a durable medium and the Client agrees that due to the nature of the services the Skanestas offers (i.e. remote access services) information found online is considered as being in durable form.

In case the Client has a clear intention and agrees to the conditions indicated above, then Skanestas has enabled the Client with the option to place, trade orders via the Client Cabinet.

The Client Cabinet is not intended for advice on which the Client should rely on. The Client acknowledges and agrees to obtain professional or specialist advice before taking or refraining from any action on the basis of the content on Skanestas' website.

### **8.1. The Status and rules of the Trade Order Placement VIA CLIENT CABINET**

8.1.1. Important: the Client Cabinet is NOT a trading platform. Thus, the Client cannot trade through the Client Cabinet. The Client cannot make deposits or withdrawals. Placing a trade order via Client Cabinet is an alternative method of placement of a trade order with Skanestas.

What the Client CAN do is to place their trading orders to Skanestas through the Section "Orders" of the Client Cabinet specially designed for this purpose.

8.1.2. This method is equal to other methods, specified in the Brokerage Agreement, including but not limited to, hard copy trade order signing by the Client, email trade order, or telephone communication via an authorised phone number.

8.1.3. From time to time and where it is necessary for regulatory compliance, Skanestas may ask the Client to put a live signature on a hard copy trade order that would duplicate the trade order the Client has previously placed via the Client's Client Cabinet.

8.1.4. The Client acknowledges and understands that a trade order placed via Client Cabinet shall be executed by the Company and Skanestas shall have no obligation to seek the Client's further approval or verification or confirmation of such order.

8.1.5. A trade order placed via Client Cabinet shall be fully binding upon the Client and Skanestas without exceptions.

8.1.6. If the Client wishes to cancel or amend the Client trade orders placed via Client Cabinet, the Client can only do it via email, telephone, or hard copy trade order. The cancel/amend option is not available in the Client Cabinet.

Logging of trade orders: all trade orders that the Client has placed via Client Cabinet shall be automatically recorded on the servers of Skanestas and displayed in the trade orders history in the Client Cabinet.

## **8.2. SKANESTAS may suspend or withdraw or deactivate the Client Cabinet Rules**

8.2.1. The Client Cabinet is made available free of charge.

Skanestas does not guarantee that the option of trade order placement of the Client Cabinet (including any content and links) will always be available or uninterrupted. Skanestas may suspend, withdraw or restrict the availability of Skanestas' website or a part of it for business, operational or other reasons. Skanestas will try to give to the Client reasonable notice of any suspension or withdrawal.

Any person accessing the Client Cabinet Rules shall be made aware of these Client Cabinet Rules as well as Brokerage A and appendices thereto.

8.2.2. Skanestas is entitled to terminate access to or deactivate (or otherwise restrict) the option of trade order placement via Client Cabinet without any notice if Skanestas determine:

- any breach by the Client of Agreement for the provision of investment and ancillary services and/or Client Cabinet Rules and/or applicable laws and regulations and/or market abuse and/or any possibility or threat of illegal or unauthorized use of Skanestas's services or the Client Cabinet;
- any technical issues or circumstances which are beyond Skanestas's reach (force majeure);
- any reason whatsoever where by law Skanestas does not have to disclose such reason or are expressly prohibited from disclosing.

## **8.3. RISKS ASSOCIATED WITH THE PLACEMENT OF ORDERS VIA CLIENT CABINET**

8.3.1. The Client assumes all risks of use of the Client Cabinet. The Client is solely responsible for all actions performed all trade orders placed by themselves or an authorised person of the Client.

8.3.2. The Client acknowledges and accepts the risk of mistakes or misinterpretations regarding the sent orders, due to technical or mechanical failure 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.

8.3.3. The Client accepts that, save in the case of fraud or gross negligence on behalf of Skanestas, the Company shall bear no responsibility at the reception and transmission or execution of an order, with regard to the content of the order, the identity of the person placing the order or his authority to manage the account of the Client or to dispose of the related Financial Instruments, nor for any delay in the reception and transmission or execution of the order.

8.3.4. The Client shall be obliged to indemnify and keep Skanestas and/or its directors and/or employees and/or representatives and/or any other third party, indemnified of any claims by third parties and/or damage, liability, cost, or expenses which Skanestas or any other third party may sustain or incur as a result

of the reception and transmission or execution of orders and/or instructions and/or communications which have been delivered through the Communication System:

- where the Client uses Client Cabinet, he expressly submits and agrees with the Client Cabinet Rules, available on the official website of the Company, in its Client Cabinet. The Client Cabinet is offered “AS IS”.
- the Client will be fully responsible for the confidentiality and use of its password to the Client Cabinet and shall not disclose them to any third party;
- if Skanestas believes that unauthorised persons are using the Client’s Cabinet without the Client’s knowledge, the Company may, in good faith but without prior notice, suspend the Client’s rights to use the Client Cabinet. In such circumstances, Skanestas will inform the Client of such action as soon as reasonably practicable.

Further, if Skanestas believes that the Client supplied its password to other persons in breach of this clause, the Company may immediately terminate this Agreement.

#### **8.4. the company may make changes to this client cabinet rules**

8.4.1. Although Skanestas makes reasonable efforts to update the information, which posted on the Company’s website. Skanestas does not guarantee that the content on the Company’s website is accurate, complete, or up to date.

8.4.2. The Company may amend this Client Cabinet Rules from time to time. Whenever the Client wishes to use the Company’s website, the Client is committed to check, these Client Cabinet Rules to ensure the Client understands the terms and conditions that apply at that particular time.