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

**BROKERAGE AGREEMENT No \_\_\_\_\_\_\_\_\_\_\_\_.**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SKANESTAS INVESTMENTS LIMITED,** Company with Registration No. 322788, having its registered address at Arch. Makariou III Ave. 226, 3030 Limassol, Cyprus,hereinafter referred to as the “**Skanestas**”, represented by Director Mr. Kirill Kuchinskiy, acting on the basis of the Memorandum and Articles of Association, and

**NAME**, Company with Registration No. , having its registered address at , hereinafter referred to as the “**Client**”, represented by Title/Name/Surname, acting on the basis of the Memorandum and Articles of Association, jointly referred to as the “**Parties**” and individually as the “**Party**” to the Agreement,

**WHEREAS**

Α. Skanestas is a Cypriot Investment Firm (CIF) and pursuant to its CIF license no. 251/14 granted to it by the Cyprus Securities and Exchange Commission, it has the right to provide Investment and Ancillary Services in Financial Instruments identified in such license;

Β. The Client wishes to make use of the services provided by Skanestas and, specifically, of the Investment Services and other services noted herein below with regards to Financial Instruments;

C. Skanestas has proceeded with the evaluation of the appropriateness of the Financial Instruments in relation to the Client’s knowledge and investing experience.

**NOW BY THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

1. The Client wishes to be provided with and Skanestas agrees to provide to the Client the Investment and Ancillary Services noted herein below (the ‘Services’).
2. For purposes of provision of the Services, the Client agrees and undertakes to provide Skanestas with any securities or assurances that may be agreed between the Client and Skanestas. Should the provision of securities or assurances by the Client be agreed between the Parties, on a separate agreement, Skanestas is entitled to consider the provision of such securities or assurances as a condition precedent to the provision of the Services.
3. The Client agrees that the Services will be provided in accordance with the **Terms and Conditions** of the Agreement (**Appendix 1**) and its other **Appendices.** The **Terms and Conditions** of the Agreement,the other **Appendices** are integral parts of the Agreement from the date of execution of the Agreement by both Parties; provided that, if an Appendix needs to be signed by the Client, it will become applicable and an integral part of the Agreement from the date of its signature. Condition Precedent for the coming into effect of the Agreement constitutes the satisfactory completion in full and signature by the Client of **3a, 3b and 3c** **Appendices for natural persons and 2a, 2b, 2c, 2d and 2e and 2f for legal persons as applicable, as well as the Execution Fee Schedule (Appendix 5)**. The **Terms and Conditions** of the Agreement as well as any other Appendices of the Agreement may be amended at any time during the life of the present Agreement and any such amendment shall not affect any other terms of this Agreement or the validity and binding nature of the Agreement itself. By signing this Agreement, the Client acknowledges his/her approval and acceptance of the possibility that Client’s assets (Client’s funds and Client’s Financial Instruments) may be kept by authorized third parties (banks) situated outside the EU. The list of such third parties may be obtained from the Broker. By signing this Agreement, the Client confirms that he/she has carefully studied and accepts the risks stated in the Terms and Conditions and the MIFID II Information Document, including (a) the brief description of the primary risks relating to investments in financial instruments on both financial regulated markets and Over-the-Counter market and (b) the description of the nature of financial instruments and risks relating to specific financial instruments and marginal trading.
4. With the signature of the present Agreement, the Parties agree that Skanestas shall provide to the Client, as a minimum, the following Investment Services:
5. Service of Reception and Transmission of Orders, for the performance of transactions in relation to one or more Financial Instruments.
6. Service of Execution of orders on behalf of clients, for the performance of transactions in relation to one or more Financial Instruments.
7. The provision of any additional services of facilities shall be governed by the Agreement and by the terms of any relevant Appendix. The Appendices shall be attached to the Agreement and shall constitute an integral part of it from the date of their signature by both Parties. Where there is a conflict between the terms of the Appendices and the terms of the rest of the Agreement or other Appendices with regards to the service relating to each Appendix, the terms of the Appendix relating to the specific service, shall prevail.
8. The Client solemnly declares that:
9. They have perused and fully understood the whole content of the Terms and Conditions the relevant Appendices of the Agreement and the MIFID II Information Document, with which they absolutely and unreservedly agree and they accept that they will be fully bound by them;
10. They have received a copy of the Terms and Conditions of the Agreement and the relevant Appendices prior to the date of the signature of the Agreement and have had the opportunity to receive advice from a lawyer of their choice.

This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

The Parties have signed this Agreement on the date first stated above.

This Agreement shall come into force on the date set out by Skanestas to the Client on a certain confirmation of account opening (the Effective date).

**The Client confirms that they have had the opportunity to consider the information, ask questions and have had these answered satisfactorily. The Client acknowledges their approval and acceptance of the following and guarantees and warrants that they acknowledge the Sanctions Policy, Anticorruption Policy and other documents listed in the Schedule below. The Company has warned the Client that Skanestas Investments Limited strictly complies with the requirements of applicable legislation and provisions of internal policies and procedures and the relevant essential information may be found by Client at** [**http://www.skanestas.com/Disclosures**](http://www.skanestas.com/Disclosures)**.**

**Schedule:**

Appendix 1 Terms & Conditions for the provision of Investment and Ancillary Services.

Appendix 2a Client Request Form (Legal Entities)

Appendix 2b Client Questionnaire (Legal Entities)

Appendix 2c Beneficial Owner Form

Appendix 2d Authorised Signatory Form (Legal Entity)

Appendix 2e Director’s Form

Appendix 2f Shareholders’ Form

Appendix 3a Client Request Form (Natural Person)

Appendix 3b Client Questionnaire (Natural Person)

Appendix 3c Authorised Signatory Form (Natural Person)

[Appendix 4 Risk Disclosure Statement](https://skanestas.com/wp-content/uploads/2022/07/2022-07-20_Appendix-5-Risk-Disclosure-Statement_v2.pdf)

[Appendix 5 Execution Fee Schedule](https://skanestas.com/wp-content/uploads/2022/09/15.-Execution-Fee-Schedule-27072022.pdf)

Appendix 6 the Clients’ Trade Order Handling Procedure

Appendix 6a the Best Execution Policy

Appendix 7 Sanctions Policy

Appendix 8 Anti-Corruption and Anti-Bribery Policy

[Appendix 9 MiFID II Information Document](https://skanestas.com/wp-content/uploads/2021/05/12.-MIFID-II-Information-Pack.pdf)

[Appendix 10 Terms of reception, transmission and execution of orders in derivatives (“ToD”)](https://skanestas.com/wp-content/uploads/2022/09/10.-Terms-of-reception-transmission-and-execution-of-orders-in-Derivatives.pdf)

[Appendix 11 Terms of reception, transmission and execution of orders related to repurchase transaction (“ToREPO”)](https://skanestas.com/wp-content/uploads/2022/09/16.-Terms-of-reception-transmission-and-execution-of-orders-Repurchase-Transaction.pdf)

Appendix 12a and Appendix 12b Client’s Order for Deposit of Securities

Appendix 13a Client’s Funds Withdrawal Order

Appendix 13b or Appendix 13c Client’s Securities Withdrawal Order

Appendix 14 Client’s Trade Order

Appendix 14b Client’s Currency Trade Order

Appendix 14c Client’s REPO Trade Order

Appendix 14d Client’s Specific Trade Order

Appendix 15 Free Format Instruction

Appendix 16 Title Transfer Collateral Arrangement and Declaration

Appendix 17 Terms of Investments in Initial Public Offering

Appendix 18 Client Categorisation Policy and Procedure

Appendix 19 Client Cabinet Rules

Appendix 20 Right of withdrawal of an order under a distance contract

Appendix 21 Agreement on provision a direct electronic access, order routing and algorithmic trading services

|  |  |
| --- | --- |
| **Client:**  | **Broker: SKANESTAS INVESTMENTS LIMITED** |
| Name: Title:  | Name: Kirill KuchinskiyTitle: Director |
|  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(On behalf of the Client) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (On behalf of the Broker) |