

# CLIENT CABINET RULES

Appendix to the Agreement for the Provision of Investment and Ancillary Services or  
Discretionary Portfolio Management Services (as appropriate)

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## **APPENDIX to the Agreement**

This Appendix is an integral part of the Agreement for the provision of investment and ancillary services (the “**Brokerage Agreement**”) or the Agreement for the Provision of Discretionary Portfolio Management Services (the “**Portfolio Management Agreement**”) as the case may be between the Client and Skanestas Investments Limited (the “**Company**”). By signing the Agreement, the Client accepts the provisions of this Appendix.

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In the present Client Cabinet Rules (hereinafter – “**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 an account opened by the Company for the Client under the Company’s Terms of Business and (or) the Agreement and all references to anything being done or performed on account or for the 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;

“**Agreement**” means the Agreement for the provision of investment and ancillary services or the Agreement for the Provision of Discretionary Portfolio Management Services between the Company and the Client as the case may be;

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

“**Client Cabinet**” means a Company’s private portal used for the provision of information by the Company to the Client and for performance only of such actions as are expressly permitted by these Rules with respect to any Account, which may be accessed from the 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 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 authorised contact details as the same are determined by the Company 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 the Company) and that is accessible only by the User who has submitted the relevant Client Cabinet online Registration Form (defined in section 1.1);

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

“**Login**” means a unique user identifier assigned to the Client and used to validate access by the User and utilise the Client Cabinet;

**“Risk Tolerance Slider”** means a setting for the Client’s risk appetite and the ability to sustain losses, having connection to the trading leverage and governing maximum exposure of the Client to a financial leverage in the course of the Services of Portfolio Management provided;

**“Password”** means a temporary or permanent unique combination of digits, letters, and (or) other symbols used to validate access by the User and utilise the Client Cabinet.

**“Registration Form”** means a form of registration of the User (defined in section 1.1) available on the website of the Company ([www.skanestas.com](http://www.skanestas.com)), which is accessible directly at <https://my.skanestas.com/registration>;

**“Terms of Business”** means the Terms of Business of the Company posted on its website: [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;

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

**“User”** means an Authorised Person of the Client (or, where applicable, the Client himself) who is determined by the Company to be authorised (at the very least) to access and receive information from the Company via the Client Cabinet and any person who identifies himself as a User by specifying the Login and, where applicable, the Password (defined in section 1.1).

Without prejudice to the aforementioned provisions, any other terms used in the Rules shall be construed in accordance with the Company 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 the Terms of Business and nothing shall constitute a waiver of any rights the Company has towards the Client under any agreement concluded between the Company and the Client or otherwise.

1.2 The following rules of construction shall apply to the Rules:

- (a) All terms defined in the Rules in the singular form shall have comparable meanings when used in the plural form and vice versa.
- (b) All terms not defined in the Rules shall bear the meaning ascribed to them in the Agreement, policies and documents of the Company.
- (c) Words importing the masculine gender shall include the feminine and neuter genders.
- (d) References to sections, appendixes and annexes herein are references to sections, appendixes and annexes of the Rules respectively unless indicated otherwise.
- (e) References to policies and procedures are references to policies, procedures, rules, and other documents of the Company unless indicated otherwise.
- (f) References to the Board of Directors, senior management, departments, offices, and staff herein are references to the Board of Directors, senior management, departments, offices, and staff of the Company respectively unless indicated otherwise.

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

- 2.1 The Client receives access to the Client Cabinet when opening a Client's account if the Company and the Client agreed on such access verbally or in writing.
- 2.2 These Rules constitute an agreement between the Client and the Company relating to the Client Cabinet. Subject to provisions of these Rules that are intended to apply outside the Usage Period, these Rules shall apply at all times within the Usage Period. Without prejudice to the generality of the foregoing, the Client expressly agrees that this section 2 shall apply at all times.
- 2.3 The Company 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 the Company, 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 the Company 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 Rules. Upon request of the Client in writing, the Company 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, the Company 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 authorised by the Client and authorises the Company 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 the Company determine that there is any defect in the authority of any User, the Client agrees to expressly confirm to the Company the authorities of the Users in such form or forms as may be requested by the Company.
- 2.5 The Client and the User are obliged to comply with the procedures and requirements prescribed by these Rules at all times within the Usage Period. The Company shall retain the right from time to time to make amendments and supplements to the said Rules. 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 the Terms of Business are incorporated into these Rules and shall apply accordingly.

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

- 3.1 The Company may differentiate contents and functions of the Client Cabinet depending on the type of account and services the Client has access to.
- 3.1.1 The Client for *brokerage services* acknowledges and agrees that the Company 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:
- Main with a function to place a trade order;
  - Deals;
  - Client Report;

- Trading.

3.1.2 The Client for *portfolio management services* acknowledges and agrees that the Company 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:

- Main without a function to place a trade order;
- Deals;
- Client Report;
- Risk Tolerance Slider that allows the Client to inform the Company of the changes in the Risk Appetite of the Client with a function to view and inform the Portfolio Manager, based on which the Company may proceed with correction of a leverage ratio of the Client in accordance with section 9.4 (if the leverage is available to the Client).

The Company may provide clients for other services of the Company with functions in the Client Cabinet tailored to these types of services.

3.2 Documents and information provided by the Company via the Client Cabinet pursuant to section 3.1 are considered duly:

- given and delivered to the Client; and
- received and known to the Client;

from the moment when they become available to any User via the Client Cabinet, whether the Client accessed the Client Cabinet after such delivery, or not.

Unless otherwise requested by the Client in writing, the Company is authorised (but shall not be obliged) to provide any of the documents and information as specified in section 3.1 above exclusively via Client Cabinet at such time or times as the Company determines to be appropriate during the Usage Period.

The Client agrees that any documents and information provided by the Company via the Client Cabinet pursuant to section 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 the 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 the Company via the Client Cabinet;
- 3.2.3 promptly notify the Company should any documents or information provided by the Company via the Client Cabinet contain any discrepancies;
- 3.2.4 promptly notify the Company should any documents or information that may be provided by the Company via the Client Cabinet be required to be provided otherwise than via the Client Cabinet.

3.3 All User actions in the Client Cabinet are fully binding upon the Client with no exceptions.

Without limiting the generality of the foregoing, the Client acknowledges and agrees that making any documents or information by the Company available via the Client Cabinet to any User shall have the

same legal effect as if such documents were delivered by hand by an authorised representative of the Company to the Client (his Authorised Person) and any such information as communicated to the Client in the form of such documents.

- 3.4 Should at any time the Company become aware of any discrepancy in any document or information provided via the Client Cabinet to the Client, the Company 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 the Company (including by removing or replacing such document or information from the records and registers as maintained by the Company pursuant to sections 3.1 and 3.6), but the Company shall not be obliged to act upon a notice of a discrepancy of the Client (the User) unless the Company determines that such discrepancy occurred at no fault of the Client and (or) of the User.
- 3.5 The Login identifies the User and the Client in the Client Cabinet in the course of the provision of any documents and information to the Company via the Client Cabinet (including in the course of logging into the Client Cabinet and use of the Client Cabinet after logging in).
- 3.6 The Client acknowledges and agrees that any actions of the User and the Company 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 into the Client Cabinet under the Login and the Password) may be automatically recorded on the server of the Company in the corresponding registers and used by the Company for the provision of the Services, provision of access to the Client Cabinet, processing of documents and information provided to the Company via the Client Cabinet, verification of the identity of the User and any other legitimate objectives.

Whenever the Company determines appropriate in furtherance of such actions of the User, the Company shall update the documents and information available to the User (and, where applicable, any other Users) via Client Cabinet with the Feedback.

- 3.7 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 1 (one) business day from the date of provision of the Feedback via Client Cabinet) report such discrepancy to the Company in writing.

For as long as no discrepancy was reported to the Company, 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 the Company 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 the Company as to the actions (or inactions) of the User or the Company by use of Client Cabinet, the Client, and the Company agree that the contents of the registers as maintained on the server of the Company shall be conclusive evidence of such actions.

- 3.8 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 to any person or persons who identify themselves as Users by specifying the Login and, where applicable, the Password, whether such person or persons are Users or not.

The Client acknowledges and agrees that it is the 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 Login and, where applicable, the Password, by a person in the course of use of the Client Cabinet may be relied upon by the Company 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 Client is notified of the Rules;

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

4.1.3 the Company activates the use of the Client Cabinet in respect of the Account by providing the temporary Password.

4.2 The Company creates the temporary Password and provides it to the Client for the first entry of the User to the Client Cabinet.

The temporary Password is used in the course of creating and restoration of the permanent Password and ceases to function after setting the permanent Password.

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

4.4 To initiate the registration for the use of the Client Cabinet:

4.4.1 the User may complete the Registration Form and submit it electronically to the Company;

4.4.2 the Company may complete registration of the User if the Client asked for the Client Cabinet in a Client Request Form, an Account Opening Form, or otherwise in writing.

4.5 The Registration Form shall be completed with such identification data as shall be determined by the Company to be sufficient to identify the Client and the User completing the Registration Form:

- name of the Client;
- E-mail Address;
- a number of the Agreement,
- other information required by the Agreement, policies, and procedures.

The Company 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 the Company is sufficient for registration and (or) further access to the Client Cabinet and confirms that the Company may process these identification data in any mode chosen by the Company in its sole discretion.

4.6 To continue the registration for the use of the Client Cabinet the Company sends to the E-mail Address the temporary Password and further instructions that the User must follow to create the permanent Password, thus completing the registration for the use of the Client Cabinet.

The permanent Password is created solely by the User by use of the Client Cabinet and is known only



to him.

A Company's database stores the Password in a secure or masked format to validate logging into the Client Cabinet by the Client.

Certain actions related to the Client Cabinet may still require the use of the temporary Password (for example sections 5.1–5.2).

The Client acknowledges and agrees that the Company 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.

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

4.8 The Company 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 the Company with respect to the User or the Client.

Skanestas shall not be obliged to inform the Client or the User of the 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.

4.9 Should there be several Accounts of the Client, or should any User be a user for several clients of Skanestas, the Company will provide and activate the use of the Client Cabinet by the User in respect of each Account of other clients of the Company.

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

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

4.11 The Company may employ the single Client Cabinet for some or all Accounts, sub-portfolios (sub-accounts) of the Client.

The Company may implement unified login and Password or different logins and Passwords for Accounts and (or) sub-portfolios (sub-accounts) of the Client.

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

5.1 For security reasons, each User may be required from time to time to change the Password. The

Company may additionally require the User to change the Password upon logging into the Client Cabinet for security reasons. The User may change the permanent Password at any time by completing a request or similar form, receiving a new temporary Password, logging into the Client Cabinet, and creating a new permanent Password.

- 5.2 In case the User forgot his Password, the User can restore it by filling in and submitting electronically to the Company a special form available on <https://my.skanestas.com>. Submission of such form shall result in the Company resetting the existing permanent Password to a new temporary Password and sending a notification to the E-mail Address specifying such temporary Password assigned. The User shall be required to set a new permanent Password upon logging into 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 the Password or restoration of the Password, the User shall promptly contact the Company to obtain further guidance. The provision of such guidance is at Company's discretion and under no circumstances is a binding obligation of Skanestas.

## **6. RIGHT TO TERMINATE ACCESS TO THE CLIENT CABINET**

- 6.1 The Company 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 the Company determines that:
- 6.1.1 there is a possibility or threat of illegal or unauthorised use of the Client Cabinet, E-mail, or Password;
  - 6.1.2 The Company has reasonable concerns that the User was not (or has ceased to be) authorised to act on behalf of the Client;
  - 6.1.3 the Client or the User do not follow and (or) comply with the Terms of Business and (or) the Rules;
  - 6.1.4 The Company has reasonable concerns regarding the User's identity and (or) correctness of any documents or information provided to the Company (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 the Company with respect to the use of the Client Cabinet (whether forming part of these Rules or not);
  - 6.1.6 the User tried to access or accessed the Client Cabinet from such countries or territories subject to restrictive measures (sanctions) which prohibit services ordinarily available in the Client Cabinet in accordance with the Sanctions Policy and Procedures;
  - 6.1.7 it is appropriate to terminate the license of the User to use the Client Cabinet for any reason whatsoever, provided that the Company shall not be obliged to assign any particular reason to such determination.
- 6.2 The Company may choose to deactivate (or otherwise restrict) only certain but not all functions of the Client Cabinet available to the User in respect of any Account in cases set out in:
- section 6.1 instead of full deactivation (restriction);

- section 6.4 for security reasons;
- section 8 “Trade Order Placement via Client Cabinet”;
- section 9 “Risk Tolerance Slider”;
- other provisions of the Rules, the Agreement, policies, and procedures.

**6.3 Nothing in these Rules shall be interpreted as restricting Skanestas:**

- 6.3.1 to grant access to the Client Cabinet to any User or to grant a license to use the Client Cabinet to any User;
- 6.3.2 to fully or partially restrict (and (or) terminate) the access to the Client Cabinet with respect to any User at any time;
- 6.3.3 to adjust potential exposure of the Client to the risk, in particular the leverage, if the Client does not agree with such exposure;
- 6.3.4 to change a value on the Risk Tolerance Slider provided the Company has not erred in setting the value in accordance with potential exposure of the Client to the risk, in particular the leverage.

**6.4 The Client acknowledges and agrees that the Company may but is not obliged to fully or partially restrict (and (or) terminate) access to the Client Cabinet at any time without prior notice to the Client in case of:**

- security breaches, hacking or other unauthorised access to the Client Cabinet;
- loss by the Client of the Password or storage device with them;
- viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful to the Company’s website, servers, or equipment;
- directed (distributed) denial-of-service attack on Company’s website;
- entering an incorrect Login and (or) the Password several times in a row;
- suspicious activity in the Client Cabinet (market abuse, disruptive trading practice);
- other circumstances whether related to a particular Client, or not.

**7. CONFIDENTIALITY AND SECURITY**

**7.1 Confidentiality of Information:**

**7.1.1 The Login and Password are confidential information, which is required to be known only to the User who:**

- received the temporary Password;
- specified the permanent Password in the course of registration for the use of the Client Cabinet; or
- changed the 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.

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

## 7.2 Unauthorised or unlawful access:

7.2.1 The Company bears no responsibility in relation to any unauthorised or unlawful use of the E-mail Address, the Login, 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 Login, the 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 authorised and lawful (and in any event in full compliance with Applicable Law), including by adopting such measures as are necessary to prevent any unauthorised or unlawful use of the same by any person (whether such measures are prescribed by the Company or not).

7.2.2 In order to prevent unauthorised or unlawful use of the E-mail Address, the Login, the Password and (or) the Client Cabinet, the Client shall at the very least ensure compliance with the measures specified in these 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 is 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 the Company in writing;
- in case any unauthorised or unlawful use of the E-mail Address, the Login, the Password, and (or) the Client Cabinet is detected by the Client or any User, the Client shall immediately notify the Company 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 unauthorised or illegal access to or use of the Client Cabinet, the E-mail Address, the Login, or the Password and it is impossible to list all actions that the Client and the Users should take or avoid taking to use the Client Cabinet, the E-mail Address, the Login, or the Password safely. The Client is required to exercise his decision-making in determining the measures (in addition to those expressly specified in these Rules) that the Users shall be required to follow and comply with to prevent unauthorised or illegal access to or use of the Client Cabinet, the E-mail Address, the Login, or the 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:

- he monitors the Client Cabinet for unauthorised access and promptly notifies the Company of any instances or risk of such access;
- all reasonable security measures are in effect to prevent access of unauthorised persons to the Client Cabinet, the E-mail Address, the Login, and the Password;
- the Company is promptly informed of all such matters as are expressly provided for in these Rules;
- for discharge of obligations of the Client under these Rules.

#### 7.3.2 The Client acknowledges and agrees that:

- the Company bears no responsibility for the processing of information, execution of documents and relying upon the Client discharging its obligations under these Rules in full;
- the Company 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 ;
- the Company 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 the Company become requested by the Client (its Authorised Persons) to restrict (and (or) terminate) the access to the Client Cabinet with respect to any User, the Company will endeavour 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:

The Company 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 specific or additional codes, passwords or devices and (or) to follow any particular security guidelines or safety procedures. The Company is expressly authorised (but shall not be required) to separately verify the identity of any Users and the legitimacy of the use of the Client Cabinet by any person.

The Client is deemed to agree to such additional security measures the first time he accessed the Client Cabinet in compliance with such measures.

If the Client may express his disagreement with an additional security measure by serving a notice on the Company in accordance with the Agreement. In such case, the Company may:

- 7.4.1 suggest another security measure to the Client;
- 7.4.2 disable such security measure for the particular Client; or
- 7.4.3 unilaterally terminate Client's access to the Client Cabinet.

#### 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:

- It is prohibited to write down the Password in any medium, otherwise than as part of logging in and use of the Client Cabinet;
- 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;
- The Password should be changed periodically even if the User does not suspect that any unauthorised person knows or might know them;
- Access to and use of the Client Cabinet from computers or similar devices available in public areas (e.g. Internet cafes) or through a publicly available Internet connection (public Wi-Fi) must be avoided;
- 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 into the Client Cabinet (<https://my.skanestas.com>) should be typed in the address bar of the browser fully (use of auto-suggestions or redirection from web search websites should be avoided);
- If any User receives any unsolicited e-mails or telephone calls relating to the Client Cabinet (especially prompts to change the E-mail Address, the Login, or the Password), this should be reported to the Company immediately;
- The User must never leave his computer or similar device unattended while logged in the Client Cabinet and any device used for accessing 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 the Company immediately;
- The User must have a valid antivirus system on the computer or similar device used for accessing the Client Cabinet. The Company does not guarantee that its website will be secure or free from bugs or viruses nor that Company's website is fit for a purpose. The Client must not misuse Company'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 Company's website, the server on which Company's website is stored or any server, computer or database connected to Company's website. The Client must not attack Company's website via a (distributed) denial-of-service attack;

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

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

## 7.6 Liability and Disclaimer

7.6.1 Without prejudice and in addition to the provisions of these Rules, and to the fullest extent permissible under the Applicable Law, the Company 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 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:

- the Company does not represent or warrant the availability of any particular functionality 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 prior notice to the Client;
- the Company does not represent or warrant that any documents or information provided to the Company via the Client Cabinet shall be processed or acted upon by the Company and that any documents or information provided by the Company via the Client Cabinet shall be complete and error-free;
- the Company does not represent or warrant that the Client Cabinet is fit for any purpose whatsoever.

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

Without prejudice to liability established by indispensable rules of law, the Company shall not be liable for damages and loss of the User, his successors, assigns, and counterparties, resulting from:

- 7.7.1 loss by the Client or his Authorised Person of the Password, or data accessible through the Client Cabinet or unauthorised access to them;
- 7.7.2 orders filed by an unauthorised person prior to a Client's notification of the Company on the loss of the Password or risk of unauthorised access to the Client Cabinet;
- 7.7.3 access to the Client Cabinet of any person on behalf of the Client but without his consent (e.g. a person who ceased to be the Authorised Person but possesses the Password);
- 7.7.4 the User's installation and use of programs, publicly available Internet connection, and virtual private networks (VPN) used to access the Client Cabinet;
- 7.7.5 failure of hardware, software, or systems of the User or third parties;
- 7.7.6 malfunction (breakdown) in the operation of the Company's website or the Client Cabinet due to a power outage, (distributed) denial-of-service attack or other cause.

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

8.1 Section 8 applies provided:

- 8.1.1 there is the valid Brokerage Agreement;
- 8.1.2 the Client and the Company agreed on the Client's access to the Client Cabinet.
- 8.1.3 the Client completed the registration for the use of the Client Cabinet in accordance with the Rules; and

8.2 The Company provides an opportunity for the Client to give orders through the Client Cabinet. Whereas the Client has requested the Company to provide access to the placement of trade orders via the Client Cabinet of the Company's 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 Company 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 the Company 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. The Client acknowledges and agrees to obtain professional or specialist advice before taking or refraining from any action based on the content on the Company's website.

8.3 The status and rules of the trade order placement via client cabinet:

8.3.1 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 the Company through the Section "Orders" of the Client Cabinet specially designed for this purpose.

8.3.2 This method is equal to other methods, specified in the 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.

8.3.3 From time to time and where it is necessary for regulatory compliance, the Company 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.

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

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

8.3.6 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.

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

8.5 The Company may block the ability of the Client to place trade orders via the Client Cabinet for a certain time as provided in the Agreement, policies and procedures.



## 9. RISK TOLERANCE SLIDER

9.1 Section 9 applies provided:

9.1.1 there is a valid Portfolio Management Agreement;

9.1.2 the Client completed the registration for the use of the Client Cabinet in accordance with the Rules;

9.1.3 the Client and the Company agreed on the Client's access to the Client Cabinet; and

9.1.4 an investment strategy of the Client allows a leverage.

9.2 The Company will adjust applicable leverage depending on the Investment Strategy of the Client, Suitability Assessment the Company has performed on the Client, the Client's risk appetite and tolerance for losses, another schedule, addendum or annex to the Agreement, thus:

9.2.1 only a limited set of leverage ratios may be available to the Client; or

9.2.2 the ability to set the leverage ratio may be locked out for the Client.

9.3 If the Company adjusts potential exposure of the Client to the risk this may entail a change of a leverage ratio available to the Client.

The Company communicates this change to the Client by changing a value on the Risk Tolerance Slider.

If the Client wishes to check whether this value conforms with a Company's resolution on a new potential exposure of the Client to the risk the Client logs in the Client Cabinet and chooses Section "Risk Appetite" or the like one. It shows the Client:

9.3.1 an investment strategy of the Client;

9.3.2 *current* leverage ratio available to the Client and its commencement date;

9.3.3 a *new* leverage ratio of the Client and a date when the Company started its review (shown until the new leverage ratio replaces the previous ratio).

9.4 A *new* leverage ratio set out in section 9.3.3 is shown in the Client Cabinet to allow the Client to check if the ratio conforms with a Company's resolution on potential exposure of the Client to the risk, in particular the leverage.

The new leverage ratio is valid unless the Client asked for a correction due to inconsistency with the aforementioned resolution. The Client may ask for such correction several times in a row (for example, to avoid involuntary misclicks).

The Company notifies the Client on approval or rejection of this correction by the E-mail Address, through the Client Cabinet and (or) other means of exchange of notices, instructions and other communications provided in the Agreement.

9.5 The Company may supplement changes to the Risk Tolerance Slider with graphs, specific percentages or concrete figures to show how changes in the leverage ratio can affect the profits and losses of the Client or a hypothetical investor.

9.6 The Company may block the ability of the Client to ask for correction of a new value on the Risk Tolerance Slider as provided in the Agreement, policies and procedures (for example, if a new investment strategy of the Client does not allow a leverage).

## **10. REVIEW OF THE RULES**

10.1 The Company may suspend or withdraw or deactivate the Rules

10.1.1 The Client Cabinet is made available free of charge.

The Company 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. The Company may suspend, withdraw or restrict the availability of the Company's website or a part of it for business, operational or other reasons. The Company will try to give the Client reasonable notice of any suspension or withdrawal.

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

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

10.1.3 The Client assumes all risks of use of the Client Cabinet. The Client is solely responsible for all actions performed and all trade orders placed by themselves or an Authorised Person of the Client.

10.1.4 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 unauthorised persons.

10.1.5 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, contents 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.

10.1.6 The Client shall be obliged to indemnify and keep the Company 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 the Company 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 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 the Company 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, the Company will inform the Client of such action as soon as reasonably practicable.

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

## 10.2 The Company may make changes unilaterally to the Rules.

10.2.1 Although the Company makes reasonable efforts to update the information posted on the Company's website. The Company does not guarantee that the content on the Company's website is accurate, complete, or up to date.

10.2.2 The Company may amend the Rules from time to time. Whenever the Client wishes to use the Company's website, the Client is committed to checking these Rules to ensure the Client understands the terms and conditions that apply at that particular time.