

**CONTRACT
FOR THE PROVISION OF
INVESTMENT AND NON-CORE SERVICES BY LANDMARK CAPITAL CJSC
(TERMS AND CONDITIONS)**

1. General Provisions

- 1.1. This document (hereinafter referred to as the "Contract") defines the terms and conditions for the provision of investment and non-core services by Landmark Capital CJSC (hereinafter referred to as the "Company") to the Client (the Company and the Client will also be referred to as the "Parties", and in case of separate mention - the "Party") and together with the Rules for the provision of investment and non-core services by the Company (hereinafter referred to as the "Rules"), the Tariffs for the provision of investment and non-core services published on the official website of the company (hereinafter referred to as "Tariffs¹"), and other documents specified in the Contract and the Rules published on the official website of the company, comprises the Contract for the provision of investment and non-core services made by between the Company and the Client.
- 1.2. In order to accept the terms and conditions of the Contract, the Client submits an application (hereinafter referred to as "Application"), pursuant to the sample set forth by the Company.
- 1.3. None of the clauses or provisions in the Contract should be interpreted as a public offer to engage in the contract. The Company reserves the right to decline any application submitted by an individual, following the procedure outlined by the legislation of the Republic of Armenia and the internal rules and policies of the Company.
- 1.4. The concepts used in the Contract have the same meanings as defined in the Rules, and in case they are not defined in the Rules, they have the meanings accepted by RA legislation and/or connotations acknowledged in accordance with global standards.

2. Rights and Obligations of the Parties

2.1. The Company shall have the following rights:

- 2.1.1. To request and obtain from the Client any information essential for service provision (including the execution of a particular order/transaction) on the grounds defined by RA legislation, the Contract, the Rules and the company's internal legal acts (including pertaining to the prevention of money laundering and combating the financing of terrorism (ML/FT).),
- 2.1.2. Based on the grounds and pursuant to the procedures defined by RA legislation, this Contract, the Rules and the company's internal legal acts (including pertaining to the prevention of ML/FT), to reject the execution of the Client's order/transaction, as well as to unilaterally terminate this contract,
- 2.1.3. To change and modify the terms and conditions of the Contract (including the Rules and the Tariffs published on the official website of the Company) on

¹ *If the Parties mutually agree on the Tariffs other than those published in the official website of the Company, then for the services defined by such Contract the agreed Tariffs shall apply.*

unilateral basis, notifying the Client at least 20 (twenty) days before such changes come into force,

- 2.1.4. In situations and according to the process outlined in the Rules, to pledge or lend on its own behalf, to deposit or otherwise use the Client's funds (including securities and funds entrusted to the Company's custody) on their behalf,
- 2.1.5. Recording the client's funds (securities and funds transferred to the company) is a measure taken to ensure the client's fulfillment of obligations to the company.
- 2.1.6. Prior to the conclusion of the Contract and during its entire duration, to conduct assessments of the Client, clients of the Client, its counterparties, and transactions as per the guidelines set forth by the laws of the RA, the Contract, the Rules and the company's internal legal acts (including pertaining to the prevention of ML/FT),
- 2.1.7. Abstain from executing the Client's order in instances specified by the RA legislation and the Rules,
- 2.1.8. The Company reserves the right to unilaterally terminate the Contract and close the Client's Investment account under the following circumstances: if the client's investment account remains at zero with no transactions for the past 1 (one) year, or if the account has been in a negative balance for 3 (three) consecutive months,
- 2.1.9. To exercise other rights and entitlements set forth by the RA legislation, Rules and the Company's internal legal acts.

2.2. The Company shall bear the following obligations:

- 2.2.1. To provide the services with due and proper professional quality in accordance with the RA legislation, the Contract and the Rules (including the Order Execution Policy), including fulfilling the Client's orders in the prescribed manner,
- 2.2.2. To implement its fiduciary obligations to the Client in accordance with the procedures set forth by the RA legislation, the Contract and the Rules,
- 2.2.3. To refrain from and avoid conflicts of interest in accordance with the procedures established by the RA legislation, the Contract and the Rules (including the Policy for the Prevention and Overcoming of Conflicts of Interest), and in case of such conflicts, to give preference to the interests of the Client
- 2.2.4. To ensure that only employees possessing suitable professional qualifications and knowledge are engaged in delivering services,
- 2.2.5. In accordance with the procedures set forth by RA legislation, the Contract and the Rules, to implement all the activities needed for the investors' rights protection.
- 2.2.6. To observe all other obligations set forth by the RA legislation, the Contract and the Rules.

2.3. The Client shall have the following rights:

- 2.3.1. To submit the Orders in the manner and order prescribed by the Rules,
- 2.3.2. In accordance with the procedures set forth by RA legislation, the Contract, and the Rules, to receive reports on the services provided within the scope of this Contract,
- 2.3.3. To request the Company's classification as a Non-Professional Client and the

- application of legal requirements for the protection of non-professional clients, should the classification as a Professional Client occur in accordance with the Rules,
- 2.3.4. To demand from the Company the information to be published and/or disclosed to clients by the person providing investment services, defined by RA legislation,
- 2.3.5. To exercise any other rights and entitlements set forth by RA legislation.

2.4. The Client bears the following obligations

- 2.4.1. Within the framework of the legal relations regulated by this Contract, to strictly follow RA legislation, the terms and conditions of the Contract (including the Rules and the Tariffs) and, when applicable, the internal legal acts of the Company.
- 2.4.2. To pay for the services provided in the amount defined by the Tariffs and in the manner prescribed in Chapter 3 of this Contract,
- 2.4.3. Under the terms of this Contract, to provide the Company with reliable and accurate information.
- 2.4.4. To submit a request to the Company, seeking classification as a Non-Professional Client, in the event the Client deems themselves incapable of assessing and managing the risks associated with investment services or investments,
- 2.4.5. To adhere to all additional obligations set forth by RA legislation, the Contract, and the Rules,
- 2.4.6. To submit a request to the Company, seeking classification as a Non-Professional Client, if the Client has been classified by the Company as a professional client, in the event the Client deems themselves incapable of assessing and managing the risks associated with investment services or investments,
- 2.4.7. To notify the Company about changes in circumstances which can affect the classification as a professional client.

3. Remuneration Calculation and Payment Procedures for Services

- 3.1. Fees for services and the procedure for their calculation are defined by Tariffs and/or under separate Contract of the Parties.
- 3.2. The Client grants authorization to the Company to charge the fees specified in the the Tariffs and Clause 3.3. of the Contract in a non-acceptance manner from the Client's cash account (including converting the clients funds expressed in another currency for the purpose of charging the commisions), as well as from the bank accounts opened and maintained by the company (in the name of), and in case of insufficient funds on such accounts, commits to transferring the required funds to the Company's bank account within 3 (three) banking days after receiving the appropriate notification. In the event that the required amounts are not transferred by the Client within 3 (three) banking days after being notified, the Company has the right to satisfy its claims against the Client from the securities in Client's securities account in accordance with Articles 373 and 374 of the RA Civil Code. In order to meet the claims, the securities are going to be sold at the market price.
- 3.3. In addition to the payment for the services, the Client is also responsible for compensating the Company for the non-standard costs associated with the provision of services, as detailed in this chapter. The client agrees to cover the non-standard fees set by third parties (trading systems, custodians, intermediary brokers,

etc.) related to their transactions.

4. Providing the Client with Reports

- 4.1. Within the framework of the provision of Brokerage and Custody services, upon the completion of the Client's order and prior to the end of the next business day, the Company provides the Client with a report on the Order execution, in the format and accordance with the procedure outlined by the Rules.
- 4.2. Within the framework of providing the Portfolio Management Service, the Company provides a report to the Client on a quarterly basis, until the 15th of the month following each reporting quarter, in the format and accordance with the procedure outlined by the Rules. If the Client has expressed the preference in the Application to receive a report for the provision of the Portfolio Management Service on a monthly basis, the reports are provided monthly in the format and accordance with the procedure outlined by the Rules.
- 4.3. The Company provides the Client with the statement of their investment and securities accounts on a monthly basis, until the 15th of the month following the reporting month.
- 4.4. Format of reports and statements are defined by the Rules and/or published on the official website of the Company.

5. Communication maintaining procedure and reliable channels of information exchange

- 5.1. Within the framework of this Contract, the communication between the Parties is conducted exclusively via reliable channels of information exchange.
- 5.2. The Company's reliable channels of information exchange are defined in a document signed separately by both the company and the client, which is an aggregate part of the Agreement.
- 5.3. Each Party within a reasonable period of time shall notify the other Party of any change in its reliable channel(s) of information exchange. The Party that fails to follow the obligation mentioned in this point bears all the negative impacts and consequences arising from it.

6. Parties Liabilities and Indemnification

- 6.1. The Parties shall bear liability for failure to fulfill or non-fulfillment of the Contract in accordance with the procedure established by the RA legislation. Each of the Parties is obliged to compensate in full all the damages and losses caused to the other Party in the result of non-fulfillment or improper fulfillment of the obligations set forth under this Contract.
- 6.2. In the case of delaying the fulfillment of obligations specified in this Contract, the Party that has caused such delay upon the request of the other Party shall pay a penalty at the rate of 0.13% of the delayed obligation for each day of such delay. Nevertheless, in any case, the total amount of the penalty set forth by this clause cannot exceed the maximum amount allowed by the legislation of the Republic of Armenia.
- 6.3. The Party failing to adhere to the obligations outlined in Chapter 8 of the Contract is obliged to pay a fine of AMD 2,000,000 (two million) to the other Party for each instance of such violation.
- 6.4. The Party that has violated the assurances defined in Chapter 9 of the Contract is obliged to compensate the damages and losses caused to the other Party by such violation.

6.5. The Parties are released from liability for non-fulfillment or improper fulfillment of the obligations set forth under this Contract if such non-fulfillment is the result of Force Majeure impact. Circumstances of Force Majeure are the earthquakes, floods, fires, declared wars or actual acts of war, epidemics, pandemics, accidents and breakdowns, disruption of communications, other natural, man-made or non-human-induced disasters, acts of government and public entities, strikes, and other circumstances by virtue of which the obligations defined in the Contract cannot be fulfilled due to impossibility, while the Parties could not foresee or prevent such circumstances. The Party, whose ability to fulfill the obligations defined by the Contract is affected by a Force Majeure impact, is obliged to immediately notify the other Party. In the event that Force Majeure is not over within 3 (three) months from the moment of such notification, each of the Parties has the right to terminate the Contract on a unilateral basis, notifying the other Party at least 3 (three) days in advance.

7. Applicable Law and Disputes Settlement

7.1. This Contract Agreement is governed by and construed in accordance with applicable substantive (material) Laws and regulations of RA.

7.2. Disputes arising from the Contract shall be resolved by the Parties through negotiations, and in case the consensus cannot be reached, in accordance with the procedure provided by the procedural legislation of the Republic of Armenia.

7.3. In the cases assumed and pursuant to the procedures defined by RA legislation, the resolution of disputes arising from the Contract can also be delegated to the office of the RA Financial System Mediator.

8. Confidentiality

8.1. The Parties undertake to maintain the strict confidentiality of all information made known to them within the framework of the conclusion and implementation of this Contract, and to disclose it only to those of their employees, consultants and auditors who have undertaken obligations of confidentiality and non-disclosure similar to the obligations established by the Contract towards that Party.

8.2. The obligation set forth in Clause 8.1. does not apply to the information which:

8.2.1. is or has become publicly known independently, and not due to a violation of the Contract;

8.2.2. is lawfully obtained from an independent third party without restriction or any obligation of confidentiality;

8.2.3. is acquired independently by the concerned Party, without access to, knowledge of, or utilization of such information, i.e., through independent research, systematic observations, or similar activities.

8.3. The disclosure of information outlined in Clause 8.1 of the Contract will not be deemed a violation of the clause's requirements if the obligation to disclose is mandated by law or determined by a court of the relevant jurisdiction. In such cases, if feasible, the party making the disclosure shall notify the other party in advance and restrict the transmission of information to the necessary minimum extent.

8.4. The Company is authorized to share client data with its partners engaged by the company to provide services to the Client in accordance with the Rules.

9. Assurances of the Parties

- 9.1. The Parties assure and guarantee as follows:
 - 9.1.1. They are registered in compliance with the laws and rules of their respective countries of registration and possess all the necessary permits/licenses for their activities (in the case of legal entity-clients). They are fully operational, and their functional capacity, including the ability to enter a Contract, is unrestricted in any way.
 - 9.1.2. They have received all corporate and other permits necessary for entering the Contract in the prescribed manner,
 - 9.1.3. Persons acting on their behalf within the framework of the Contract are duly authorized to act on behalf of the respective Parties.
- 9.2. In addition to the assurances defined in Clause 9.1. of this Contract, the Client further assures and guarantees that:
 - 9.2.1. They have duly and properly familiarized themselves with this Contract, Tariffs and the Rules (including information about the Company, its services, securities), as well as with all other documents provided by the Company,
 - 9.2.2. their counterparties (for securities transactions conducted within the scope of Custody and Brokerage Services) and clients (in case of opening a Nominee account) are not listed under sanctions or restrictions imposed by the Central Bank of the Republic of Armenia, the United Nations, the European Union, the United States, or the United Kingdom. Should such circumstances arise, the Client is obligated to promptly notify the Company.

10. Operation, Termination, Modification and Repayment of the Contract

- 10.1. The Contract is considered established once the Company approves the Client's Application.
- 10.2. Either party has the right to unilaterally terminate the Contract, given that a proper notification is sent to the other party with a minimum notice of 10 (ten) days. In case that the Client utilizes Custody services, the termination requires notifying the other party with a minimum of 20 (twenty) days in advance.
- 10.3. The Company may amend/modify the Contract (including the Rules and the Tariffs) by notifying the Client at least 20 (twenty) days before their entry into force. In case of disagreement with the changes mentioned in this point, the Client can terminate the Contract unilaterally before the changes come into effect.
- 10.4. The Contract can be modified or terminated through mutual agreement of the Parties by drafting a single document signed by both.
- 10.5. In case of termination of this Contract, the Company is obliged to return the Client's funds (securities and funds handed over to the Company) in accordance with the RA legislation and the Company's Rules.