

**ADDITIONAL AGREEMENT
ON ELECTRONIC TRADING SYSTEMS
TO THE AGREEMENT ON BROKERAGE SERVICES**
No. _____ VIP _____

Riga, _____

20 _____

Broker, as one of the parties hereto

AS "PNB Banka", 15-2 Elizabetes Street, Riga, Latvia, registered in the Register of Enterprises of the Republic of Latvia on 29 April, 1992, unified registration No. 40003072918, **LEI Number:** 549300J610BUEY33QO16, Credit Institution Licence No. 06.01.04.007/210 issued and supervised by the Financial and Capital Market Commission, address 1 Kungu Street, Riga, Latvia, LV-1050, e-mail: ftk@ftk.lv

and Client, as the other party hereto

Name, surname / Name of legal entity

Personal identity number and date of birth / Registration number

Identity document series and number

Identity document issue date / Registration date

Identity document issuing country/country of registration of legal entity

Declared place of residence / Legal address

have entered into this Additional Agreement on Electronic Trading Systems to the Agreement on Brokerage Services (hereinafter referred to as the Additional Agreement) as follows:

1. Terms and Definitions:

- 1.1. **Parties** – the Broker and the Client indicated in this Additional Agreement.
- 1.2. **FI** – financial instrument.
- 1.3. **TS** – Trading System – a set of software and hardware tools allowing the execution of FI transactions by electronic transmission of TS Orders for the execution of FI transactions directly to the particular stock exchanges or stock and/or OTC markets, including where FI online auctions are conducted on the Internet or in multilateral trading systems where electronic trading with FI's via the Internet is organized.
- 1.4. **TS Administrator** – organization(s) that provides TS functioning and/or access by the Broker and its clients to the TS with which the Broker has established contractual relations or which is the Broker itself, and which provides the Clients the possibility to use a particular TS in order to execute FI transactions.
- 1.5. **Record Account** – an individual account opened by the Broker for the Client pursuant to this Additional Agreement as Investment Account Subaccount and intended for accounting of aggregate cash assets, FI's, as well as the Client's margin position with which the Client executes transactions with the help of this in a particular TS.
- 1.6. **Investment Account** – a special cash account of the Client opened with the Broker under this Agreement on brokerage services and intended for registration of the Client's cash assets when executing FI transactions and other operations under the relevant Brokerage Services Agreement.
- 1.7. **FI Account** – the Client's account opened under this Agreement with the Broker on brokerage services and intended for bookkeeping of the Client's FI.
- 1.8. **User Name and Access Password** – code words (or their combination) granted by the Broker or TS Administrator (depending on TS) to the Client and used for identification of the Client when the Client connects via the Internet to the TS.
- 1.9. **Software** – a set of software tools that, after installing and running in the Client's computer or device that performs computer functions, provides a connection to TS and execution of FI transactions through this TS.
- 1.10. **Identification Key** – an individual electronic key provided by TS Administrator to the Broker, and forwarded by the Broker to the Client that allows to make sure that every TS Order of the Client submitted using the TS has been submitted specifically by this Client.
- 1.11. **UA** – Unauthorised Access to TS – access to the TS or information included therein on behalf of the Client by a third party without the required authorisation.
- 1.12. **TS Rules** – any rules, regulations and by-laws regulating the procedure and conditions of trading with a FI using TS, as well as relations among the traders. The TS rules, including those with regard to Client identification and TS protection against UA, are established by the TS Administrator in conformity with the laws and regulations of the country where the TS Administrator is registered and performs its activities and/or where the particular TS functions.
- 1.13. **TS Order** – an electronic document made and sent by the Client via the TS, containing an order to execute FI transactions and executed in conformity with the TS rules.
- 1.14. **Order** – an order (application, assignment) executed according to the Broker's approved form and submitted to the Broker by the Client or its Authorised Representative on execution of an FI transaction or another deal/operation with the Client's Assets or another expression of the Client's will within the Agreement on Brokerage services.
- 1.15. **Record Account Balance** – the amount of money (if any) on the Record Account that remains in the event of realization all FI's at their current market price and/or all the Client's marginal positions on the Record Account, if any, are closed, after payment of all commissions and expenses, as well as after fulfilling all the liabilities related to this Record Account, including redemption of Marginal Indemnification and Marginal Remuneration.
- 1.16. **Record Account Assets** – the amount made of available cash assets, the net liquidation (for current market prices) value of all FI positions opened within TS Margin (i.e., the amount of security deposits and profit, deducting the loss on open current FI positions), the market value of all the Client's FI's on the Record Account, including the market value of FI's used in the Client's short positions opened on a margin in the TS. The amount of the Record Account Assets is used for estimating the Margin level.
- 1.17. **Record Account Minimum Balance** – the amount of the Record Account Balance below which the Broker is authorised to decline the Client executing transactions in the TS.

Client's signature

- 1.18. **Minimum Amount of Record Account Replenishment** – the minimum amount of cash assets allowed for replenishment of the Client's Record Account; the Broker may reject the Client's TS Orders for a lesser amount than the specified Minimum Amount of Record Account Replenishment.
- 1.19. **Minimum Amount of Withdrawal from the Record Account** – the minimum amount of cash assets that may be withdrawn from the Record Account at the Client's TS Order, except for cases where the Record Account Balance is less than this amount.
- 1.20. **Margin** – the ratio of the difference between the Record Account Balance and Record Account Assets to the Record Account assets, expressed in a percentage.
- 1.21. **Margin Transaction** – opening of an FI short position in the TS and purchasing an FI, for the execution of which the amount on the Client's Record Account opened in the TS is insufficient to pay in full, incl. also to cover all the expenses and remunerations associated with the FI transaction.
- 1.22. **Margin Position** – a set of FIs purchased or sold as a result of a Margin Transaction.
- 1.23. **Initial Margin** – the initially required level of a Margin to execute Margin Transactions.
- 1.24. **Limited Margin** – Margin level when TS only accepts operations that are carried out with the aim of reducing Margin level.
- 1.25. **Critical Margin** – the Margin level that is expected to result in the Broker being forced to reduce the Margin Position.
- 1.26. **Marginal Indemnification** – the amount of cash lacking to pay for a FI acquired in the result of a Margin Transaction in full amount, or the market value of a FI used in the Client's FI short position.
- 1.27. **Marginal Remuneration** – the remuneration that the Client is obligated to pay to the Broker for execution of the Transactions and keeping Margin Positions.
- 1.28. **Working Day** – a working day determined in accordance with the laws and regulations of the Republic of Latvia.
- 2. Subject of the Additional Agreement**
- 2.1. The Additional Agreement to the Agreement on Brokerage Services (hereinafter referred to as the Agreement), entered into between the Broker and the Client, shall form an integral part of the Agreement and regulate the procedure of the Client executing FI transactions with the help of the TS:

Trading System (if it is not provided, put a dash)	Type of a financial instrument used to execute FI transactions in the Trading System
	Stocks quoted on the USA markets
	Stocks on the MICEX Russian trading floor
	Stocks quoted in on Europe exchanges
	Futures contracts on the world markets
	FOREX currency contracts. Account currency: _____

- 2.2. Pursuant to the present Additional Agreement, the Broker shall perform all the required actions for opening the Client's Record Account in the TS, and shall provide the TS Administrator, if the Broker is not the Administrator itself, with data on the Client in the amount provided for in the TS Rules, as well as (in the amount provided for in the TS Rules) shall provide the Client with:
- 2.2.1. a Record Account Number in the TS;
- 2.2.2. the User Name and the Access Password;
- 2.2.3. the Software;
- 2.2.4. Identification Key, if provided by the TS Rules.
- 2.3. The User Name and the Access Password provided for by Paragraph 2.2.2 of this Additional agreement shall be sent to the Client via Broker's automated system "PNB Internetbanka". The Broker shall send the Client the Identification key referred to in Paragraph 2.2.4 of this Additional Agreement to the Client's e-mail address specified in the Agreement in encrypted form or to another e-mail address, which the Client will separately notify to the Broker in writing. Such message key (password) shall be sent to the Client via the Broker's automated system "PNB Internetbanka".
- 2.4. The transfer of cash assets to the Record Account in the TS, as well as withdrawal of cash assets from the Record Account in the TS, is performed by the Broker at the Client's Order within 3 (three) working days, unless the Parties have agreed otherwise. During the cash transfer period, the Client cannot execute transactions with the cash, unless the Parties have agreed otherwise. A FI or FI positions can be transferred to or from the Record Account in the TS only in accordance with a separate agreement between the Parties and in accordance with the agreed procedure. Transfer of cash assets to the Record Account in TS is performed from the Client's Investment Account; withdrawal of cash assets from the Record Account in the TS is performed to the Client's Investment Account, unless the Parties have agreed otherwise.
- 2.5. The Record Account is considered, unless the Parties have agreed otherwise, an integral part of the Investment Account and the Client's FI account, and all provisions of the Agreement are applied to the cash assets, FI's and open FI's positions opened within the Client's Margin. The Client's Record Account is separate for each TS, and
- 2.5.1. unless the Parties have agreed otherwise, a FI on the Record Account can be sold only in the corresponding TS either by the Client or by the Broker at the Client's TS Order; the Margin positions of the Client on the Record Account can be closed only with the help of the corresponding TS either by the Client or by the Broker at the Client's TS Order;
- 2.5.2. unless the Parties have agreed otherwise, in the event that the Client does not close FI positions opened with a Margin before the settlement date provided for in the Agreement and there is no situation with a Critical Margin on the Record Account, the Broker, pursuant to the TS Rules, shall be entitled to carry over the Client's open positions in the TS to the next settlement date, closing the Client's positions on the current date at the existing market prices and opening the same positions on the next settlement date at the existing market prices considering the Margin Remuneration and the Margin Indemnification;
- 2.5.3. in executing Margin Transactions in the TS and calculating the Margin level, only the Client's Assets on the Record Account in the TS as they are defined in this Additional Agreement shall be used.
- 2.6. The Broker establishes for the Client the value of:
- 2.6.1. the Record Account Minimum Balance;
- 2.6.2. the Minimum Amount of the Record Account Replenishment;
- 2.6.3. the Minimum Withdrawal from the Record Account amount;
- 2.6.4. the Initial Margin, the Limited Margin and the Critical Margin;

Client's signature

2.6.5. the Marginal Remuneration.

The values indicated in the Paragraphs 2.6.1.-2.6.5. of this Additional Agreement can be changed by the Broker on a case-by-case basis, notifying the Client thereof 1 (one) working day in advance. The Client hereby agrees that the notification about such change can be made by publishing the information on the Broker's home page on the Internet www.pnbbanka.eu or directly within the TS.

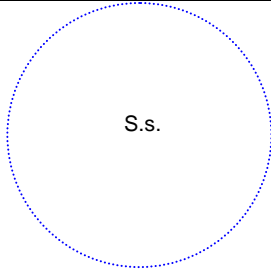
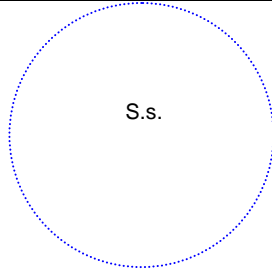
- 2.7. The Client sends Orders in the TS and executes FI transactions in the TS in conformity with the TS Rules, by signing this Additional Agreement the Client acknowledges that he agrees to the Rules and shall fulfil them. The Client acknowledges that he understands these TS Rules and that the TS Rules have been established by the TS Administrator, and the TS Administrator is authorised to introduce amendments to the TS Rules, and waives any claims against the Broker in this regard. By signing this Additional Agreement, the Client acknowledges his consent that the User Name and the Access Password, as well as the Identification Keys if provided for the TS Rules, shall be the only means for the Client's identification upon his access to the TS, in sending Orders to the TS and in executing FI transactions with the help of the TS, and exonerates the Broker from responsibility for any UA to the TS. The responsibility of proving the invalidity of an Order in the TS and UA to the TS lies upon the Client.
- 2.8. The Broker may, but is not obliged to, except in cases when the Broker is the Administrator of the TS, provide consultations to the Client with regard to installation and adjustment of the Software, execution of FI transactions in the TS and the TS Rules.
- 2.9. The Broker shall charge a commission from the Client, in accordance with the Tariffs, for providing the Software, access to the TS and TS information resources, if available, as well as for FI transactions executed by the Client with the help of the TS, unless the Parties have agreed otherwise; commission, at the discretion of the Broker, can be deducted both from the Client's Record Account and from any other of the Client's accounts with the Broker.
- 2.10. Providing the Client with the opportunity to conduct FI transactions using the TS, the Broker shall be entitled, and the Client irrevocably authorises the Broker to it, both on its own behalf and on behalf of the Client to act through any intermediary, agent and broker, and by signing this Additional Agreement the Client fully agrees to it. In addition, the Client agrees that the Broker executing the Client's Orders in the TS within the scope of the market price may act as a principal in the transaction and AS "PNB Banka" shall be deemed the place of execution of the Order in this case. Submitting TS Order, the Client confirms that he has learned and agrees with the Broker's Order Execution Policy for Financial Instruments, and confirms that the submission of TS Order to the Broker certifies that the Client has learned and also agrees with the Broker's Order Execution Policy for Financial Instruments that is effective at the submission of TS Order and available on the Bank's homepage <https://www.pnbbanka.eu/lv/mifid>;
- 2.11. The Broker is authorised to deny the Client the connection to the TS until the Client's cash assets and/or FI enter the Record Account to an amount not less than the Record Account Minimum Balance.
- 2.12. Should at any moment the Record Account Balance becomes less than the Record Account Minimum Balance, the Client is liable to send a TS Order for replenishment of the Record Account to the Record Account Minimum Balance, in addition:
- 2.12.1. the Client shall provide available cash assets on the Investment Account in the amount indicated in the TS Order for replenishment of the Record Account;
- 2.12.2. the amount of cash indicated in the TS Order for replenishment of the Record Account cannot be less than the Minimum Amount of the Record Account Replenishment.
- 2.13. If at any moment the Client's Record Account Balance becomes less than the Record Account Minimum Balance, the Broker is authorised to freeze execution of the Client's FI transactions using the TS until the Record Account is replenished to the Record Account Minimum Balance level, informing the Client thereof in the Broker's automated system "PNB Internetbanka" and/or TS. The Broker is also authorised to freeze the execution of the Client's FI transactions using the TS if the Client has any outstanding obligations to the Broker.
- 2.14. If the Client does not fulfil the provisions of Paragraph 2.12 of this Additional Agreement within 3 (*three*) working days or the Client's Record Account Balance becomes less than 80% of the Record Account Minimum Balance in any period of time, the Broker is authorised at its discretion:
- 2.14.1. to unilaterally close all or a part of the Client's FI margin positions in the TS, to sell all of the Client's FI at a free market price or in the event of the closing of the positions on the OTC market, - at the price of the TS Administrator which is the closest possible to the market price, on the corresponding Record Account in the TS, if available, as well as to deduct all commissions, expenses and the Client's obligations with regards to operations in the TS, and to transfer the remaining cash assets to the Client's Investment Account or upon mutual agreement between the Parties to the another of the Client's accounts with the Bank;
- 2.14.2. or to replenish the Client's Record Account from the Client's Assets on the Investment Account up to the Record Account Minimum Balance level.
- 2.15. The Broker and the TS Administrator are not responsible for the stability of the Internet and electronic connection with the TS, as well as for failures and technical damages in this connection and/or Software and for any damage resulting from such failures and technical damages that arise due to circumstances that do not depend on the Broker or that are beyond the Broker's control. The Client renounces any claims against the Broker or the TS Administrator with regard to the previously mentioned failures and technical damages in advance.
- 2.16. The Client is authorised to use simultaneously any forms and means of submitting Orders indicated in the Agreement and/or the Additional Agreement on the conditions anticipated by the Agreement and the Tariffs. Special conditions of submitting, recalling and execution of Orders in the TS provided for in the TS Rules are valid only for this specific TS, without prejudice to the provisions of the Agreement provisions regulating general conditions of submitting, recalling and executing Orders, and they also do not affect the general conditions of accepting Orders for execution and/or suspending their execution.
- 2.17. The Parties have agreed that Orders containing similar conditions but submitted by the Client in different forms and/or by different means (including if one of the Orders is submitted using of the TS) are considered by the Broker as different ones, and each Order is due to be executed separately. If one of the Orders is a confirmation or supplement to another one submitted by the Client earlier, this must be specially noted or unequivocally proceed from the essence of the Order.
- 2.18. The TS order submitted by the Client has the same legal force as that of an Order submitted in any form anticipated by the Agreement. The Client may not dispute the validity of a FI transaction executed in the interests of the Client only on the ground that the specific FI transaction was concluded using the TS.
- 2.19. The Client shall immediately notify the Broker about the established fact or any suspicion of information leakage concerning the User Name, Access Password, or the Identification Key, as well as about UA to the TS; in this case, the Client shall present written confirmation of the aforesaid facts to the Broker within 1 (*one*) working day.
- 2.20. The Client shall not pass the Software to third parties without the Broker's consent. Upon termination of the Agreement and/or the Additional Agreement due to any reasons, the Client shall be obligated to uninstall the Software, as well as to return all data carriers with the Software or shall ensure utilisation thereof.

Client's signature

- 2.21. The information resources available to the Client with the help of the TS are the property of the Broker, the TS Administrator or the information resource provider, and the Client takes full responsibility for a breach of the order of using the information resources established by the applicable laws and regulations; at the same time, the Broker or the TS Administrator are not responsible for the accuracy, completeness, timeliness or correct programming of the information (including market quotation of FI in the TS) these resources contain.
- 2.22. In the event that the Broker or the TS Administrator establishes the presence of UA, as well as in the event of the Client's corresponding notice (see the Paragraph 2.19 of the Additional Agreement), the Broker is authorised, simultaneously with the notification, to block access to the TS or the execution of transactions with the help of the TS to the Client. The Broker is not responsible for the consequences of UA, as well as for the consequences of blocking access to the TS or executing transactions using TS for the Client in the events specified in this paragraph.
- 2.23. The TS Administrator can perform electronic logging of all Orders submitted by the Client with the help of the TS, as well as all other electronic messages between the Client and the TS. Therefore, the Parties have agreed that, if discrepancies with regards to availability, reliability or content of the Order submitted by the Client, as well as its execution, cancellation, validation, etc., cannot be solved, the TS Administrator electronic protocols specified in this paragraph that are attested in accordance with the TS Rules may and must be accepted by the court as permissible and sufficient evidence.
- 2.24. Any claims by the Client with regards to the TS Order submission, execution or cancellation, as well as other claims proceeding from this Additional Agreement, shall be sent to the Broker in writing as soon as possible from the moment where the Client is or should be aware of the facts forming the claim.
- 2.25. By signing the Additional Agreement, the Client acknowledges that he understands and agrees to additional risks related to execution of transactions with FI using the TS, and namely:
- 2.25.1. possible loss as a result of breakage or failures in the TS, the Software or the Internet connection;
- 2.25.2. possible loss due to UA;
- 2.25.3. the risk related to use of information received with the help of the TS;
- 2.25.4. that all submitted TS Orders shall be deemed as Orders with special conditions, and the Broker in this case does not guarantee the best possible result in accordance with the Broker's Order Execution Policy for Financial Instruments.
- 2.26. By signing this Additional Agreement, Client also acknowledges and declares that:
- 2.26.1. the submission of TS Order to the Broker certifies that all the certifications and assurances of the Client granted in this Additional Agreement, the Agreement, and other confirmations and certifications of the Client specified in other documents that have been signed by the Client or binding for the Client are in force and are binding for the Client, the Client has carefully evaluated the risks and eventual losses that are related to the applied transaction with FI, including, but not limited to, those specified in this Additional Agreement and the Agreement (particularly in the Paragraphs 4.4, 4.5, 4.10, 4.11, 11.4, 11.5, 13.1 and 13.6 of the Agreement), in the Broker's Description of Financial Instruments and Investment Services, as well as in other documents relating to the Agreement and services provided by the Broker under the Agreement, fully understands them and is aware of the consequences that may result from the submission of Order;
- 2.26.2. he is warned by the Broker, has considered, fully understands and agrees that intermediaries may have the right to encumber the Client's Assets in their holding, as well as the right to mutual settlement related to the Client's Assets in the holding of the said intermediaries, as well as that the holding of Assets by intermediaries, due to circumstances beyond control of the Broker, may create a risk for the Clients the Assets of which can be partially or completely unavailable for a shorter or longer period, or even completely lost due to circumstances beyond control of Broker. These risks, in addition to that specified in the Agreement (particularly in Paragraphs 4.4, 4.5, 4.10, 4.11, 11.4, 11.5, 13.1 and 13.6 of the Agreement), are related to the fact that:
- insolvency / restriction of activities / default of an intermediary may occur;
 - activities of the intermediary can be subjected to the rules and regulations of another state, which may differ from the legal acts of the Republic of Latvia and can be applied or interpreted in a different way, as a result of which the Client's right to the Client's Assets may differ from the rights set by the rules and regulations of the Republic of Latvia.
- Executing the Client's TS Orders, the Broker is authorised, and by signing this Additional Agreement and submitting every TS Order the Client grants to the Broker such rights, to use the Client's owned FIs in the transactions effected by the Broker or intermediaries (intermediary companies) at own expense or at the expense of another broker or its intermediary (intermediary companies) client, including financing transactions with securities, till the moment when the Client complies with his obligations under the TS Order (condition of return), and the Client certifies that he is aware that in this case the FI can be fully or partially inaccessible / lost, and the Client agrees that in such cases it will not be possible for the Client to set special conditions for such transactions in the TS Order for the Broker; general provisions set forth in the Agreement with respect to the duties and responsibilities of the Broker to the Client in the execution of Orders shall apply in respect of the actions described in this paragraph.
- 2.26.3. The Client undertakes to continuously control and monitor the status of the Record Account and executed / executable FI transactions and to request at least once per 30 (*thirty*) calendar days from the Broker and / or access information about the status of the Client's Record Account (statement of accounts); if the Client fails to comply with this requirement, it assumes all the risks associated with it and this information is considered to be received by the Client.
- 3. Execution of Margin Transactions**
- 3.1. The Broker provides the possibility for the Client to execute Margin Transactions in the TS. The Broker unilaterally and exclusively at its own discretion establishes the standard values (indices) of the Initial Margin, the Limited Margin and the Critical Margin and is authorised to change them at any time by notifying the Client 1 (*one*) day in advance, as well as being authorised, at its discretion, to prohibit the Client from executing the Margin Transaction or to suspend it.
- 3.2. The Margin Position is closed (by the Client submitting the corresponding Order or by the Broker unilaterally in cases anticipated by the Additional Agreement) by means of replenishing the Record Account to the amount of Marginal Indemnification and Marginal Remuneration or closing the current short margin positions of FIs. The Margin Position is reduced (by the Client submitting the corresponding Order or by the Broker unilaterally in cases provided for in the present Additional Agreement) by means of replenishing the Record Account or closing the current short margin positions of FIs.
- 3.3. Having executed a Margin Transaction, the Client undertakes the following liabilities:
- 3.3.1. to maintain the Initial Margin level that provided the Broker with the vested right to deny the Client, either fully or partially, to execute the Order to transfer any assets from the Record Account if as a result of such transfer the requirement to the Initial Margin level is infringed;
- 3.3.2. to close the Margin Position within the determined term or at the Broker's request;
- 3.3.3. to reduce the Margin Position at the Broker's request;
- 3.3.4. to pay the Marginal Remuneration to the Broker which is estimated as the (annual) interest from the Marginal Indemnification amount per each day of the Margin Position available to the Client or estimated otherwise as specified in the TS Rules. The Broker may unilaterally change the Marginal Remuneration rate, notifying the Client thereof 1 (*one*) day in advance. The Broker debits any accounts of the Client with the Broker for Marginal Remuneration amounts without further authorisation. The Client hereby agrees that notification of such changes can be made by publishing the information on the Broker's home page on the Internet www.pnbbanka.eu, and/or directly in the TS, and/or in the Bank's automated system "PNB Internetbanka".

Client's signature

- 3.3.5. The Client is authorised to close the Margin Positions on any working day. The Broker is authorised, exclusively at its own discretion, to require from the Client a reduction or premature closure of the Margin Position, irrespective of the Margin level.
- 3.4. If, as a result of the Client's actions or the market situation, the Margin level is reduced to the Limited Margin:
- 3.4.1. the Client shall within 3 (three) working days reduce the Margin Position and shall in this way increase the Margin to the Initial Margin level;
- 3.4.2. the Broker is authorised to restrict or suspend execution of the Client's TS Orders coming within the TS until the Client performs the provisions of Paragraph 3.5.1 of the Additional Agreement.
- 3.5. If the Client does not perform the provisions of Paragraphs 3.3.2, 3.3.3 or 3.4.1 of the Additional Agreement, or at any moment the Margin decreases to the Critical Margin level, the Broker is authorised at its own discretion to compulsorily restrict or close the Client's Margin Position(s) at the free market price or at the price of the TS Administrator that is the closest possible to the market price in case of closing of positions on the OTC market.
- 3.6. All assets of the Client with the Broker serve as collateral of its obligations under the Additional Agreement and the present Agreement and, in the event that the Client does not perform or unduly performs any of its obligations established by the Additional Agreement or the Agreement, the Broker is authorised to secure its claims to the Client in accordance with the Agreement by performing coercive sales of the Client's FIs or closing margin position. The Broker is authorised to independently determine which of the Client's FIs will be sold or what positions will be reduced to cover the outstanding obligations of the Client, as well as the place of realization of the Client's FIs and the reduction or closing of the Client's margin positions, not limited to this TS. In this case, the FI can be sold at an amount which exceeds the level required to cover the outstanding obligations of the Client. Hereto, the Broker retains the right to collect remuneration from the Client in accordance with the amount and procedure provided for by the Agreement.
- 3.7. The Additional Agreement is made in 2 (two) identical copies in English, each having equal legal force; one of these is given to the Client and the other to the Broker. The Additional Agreement takes effect as the moment it is signed and shall remain valid until terminated:
- 3.7.1. upon agreement by the both Parties;
- 3.7.2. if the event of termination of the Agreement;
- 3.7.3. at the initiative of the Broker or the Client, notifying the other Party thereof 10 (ten) calendar days in advance.
- 3.8. The Client's Order on terminating FI Transactions in one of the TS does not lead to termination of this Additional Agreement, besides, the Broker acts in conformity with Paragraph 3.9 of the Additional Agreement.
- 3.9. In the event of terminating the Client's FI Transactions in the TS, the Broker shall sell all of the Client's FI available at the Record Account in the TS at their current market price, and close all current positions of the Client's FI on the Record Account, if available, and remit the remaining amount to the Client's Investment Account, deducting all commissions and expenses, as well as all obligations pertaining to the corresponding Record Account, including the amounts of Marginal Indemnification and Marginal Remuneration, and then close the Client's Record Account in the TS.
- 3.10. Other provisions, which are not covered by this Additional Agreement, are set out in the Agreement. Explanation of non-defined terms used in this Additional Agreement, whether capitalised or not, is given in the Agreement.

CLIENT	BROKER
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