

**COMPLEMENTARY AGREEMENT ON THE CONTRACT FOR PROVIDING INVESTMENT AND ANCILLARY SERVICES DATING \_\_\_\_\_**

The current agreement is drawn today at \_\_\_\_\_ in **Larnaca** between:

1. Prochoice Chrimatistiriaki Ltd (Registration Number 228429) which operates under the Investment Firm (IFs) Laws, with license number 100/09 from the Cyprus Securities and Exchange Commission (hereinafter referred to as the "CIF"), registered office at 57 Spirou Kiprianou, 6051, Larnaca, telephone number 24-661192, fax number 24-662464 , email address [backoffice@pro-choice.com.cy](mailto:backoffice@pro-choice.com.cy) and legally represented by Antoniou Antoni, as a legally appointed representative (as he/she may from time to time be replaced by the CIF).

And

2. \_\_\_\_\_ from \_\_\_\_\_ and with Identity Card Number/Passport/Registration \_\_\_\_\_, email address \_\_\_\_\_ (hereinafter referred to as the "Client"), represented by (in the cases of legal persons) \_\_\_\_\_ with an identity card/passport number \_\_\_\_\_ from \_\_\_\_\_ (hereinafter referred to as "the Contracting Parties").

**PREAMBLE**

BECAUSE the parties have signed an Agreement for the Provision of Investment and Ancillary Services dating \_\_\_\_\_ (the "Initial Agreement") and

BECAUSE the CIF is an Investment Firm (IF) and/or a member of the Cyprus Stock Exchange (CSE) and/or a member of the Athens Stock Exchange (ASE) and provides investment and ancillary services on Financial Instruments under a license from the Cyprus Securities and Exchange Commission and

BECAUSE the Client wishes to use new electronic services provided by the CIF and

BECAUSE the Contracting Parties wish the extension of the Initial Agreement so the CIF can also provide Electronic Services to the Client.

## ELECTRONIC SERVICES

(a) By signing this Document, the Parties agree that the Company will provide Electronic Services to the Client.

### (b) Introductory Clauses

(1) In this Document the following terms and expressions shall, except where the context otherwise requires and except as varied or otherwise specified in this Agreement, have the following meanings:-

“Business Day” means a day on which business conducts their activities in Cyprus.

“Charges” means commissions, charges, expenses, costs, fees and the charges of the relevant Regulated Market, transaction taxes, levies and other charges of any kind.

“Information” means data, prices, news and any other kind of information.

### (c) Provision of Electronic Services

(1) The Client agrees that the services that will be provided to him with the signing of this Document shall be the execution of transactions on the Regulated Markets that have been selected in Document A. The Company shall not advise the Client as to the pros and cons of any transaction that the Client enters into using the Electronic Services and all of the Client’s transactions will be based exclusively on the Client’s personal judgment.

(2) Without prejudice to the provisions of paragraph (c)(1):-

(A) despite the fact that the Electronic Services may give access to a number of suggestions as to how to invest in general, such suggestions should not be taken as recommendations or advice designed specifically for the profile and the objectives of any given investor, and

(B) The Client accepts that he is responsible to determine the nature, possible value and the suitability of any investment strategy or Investment, and that the Client will not rely on the Company for this purpose and when the Client uses the Electronic Services, the Company shall under no circumstances bear any responsibility for any such determination.

(3) The Client declares that he has the capability to evaluate and understand the terms, conditions and risks of every transaction he enters into using the Electronic Services and that he is willing and able to accept the terms and conditions and to take on the risks (financially and otherwise).

(d) (1) The Company will offer the Client, under the terms and conditions of this Document, services and information through the Company's own software, the Company's website and other electronic services that the Company may deem necessary from time to time (altogether referred to as "Electronic Services" in the Agreement), in order to allow the Client to enter buy and sell orders for Financial Instruments through the Company in a Regulated Market, from a computer that is connected to the internet via a telecommunications network.

(2) The Client agrees to only use the Electronic Services as per the terms and conditions of this Document and acknowledges and accepts that:-

(A) The Company may provide such Electronic Services (if possible) as it may at its absolute discretion, from time to time, deem suitable, and

(B) The Company may terminate the Client's access to the Electronic Services or part thereof at its absolute discretion without notice to the Client and without limitation.

(3) The Client acknowledges that the orders to buy or sell Financial Instruments that he enters using the Electronic

Services are transmitted unchanged directly to the Regulated Market without being checked and/or inspected by any representative of the Company. The Client agrees and accepts full responsibility for all the orders he will enter and releases the Company of any responsibility that arises from the execution of the orders the Client enters using the Electronic Services. The Client acknowledges that all orders are entered at a personal risk.

#### (e) Provision of Information

(1) The Company does not guarantee and does not in any way confirm the accuracy, completeness, timeliness or the correct order of the Information to which there is access via the Company. The Client hereby expressly acknowledges

that there may be delays, omissions or inaccuracies in the information and expressly further acknowledges and agrees that neither the Company nor any other person that transmits or provides the Information shall bear any responsibility regarding the accuracy, completeness, timeliness or correct order of the Information, or for any decision or actions of the Client based on the Information or the Electronic Services or the interruption of any data, Information or part of the Electronic Services.

(2) The Client expressly acknowledges that there is no express or implied guarantee, in relation to the Information or any part of the Electronic Services (including, without limitation to the generality of the aforesaid, access to information and execution of orders). Without prejudice to the generality of the foregoing provisions the Client expressly acknowledges

that the orders to buy or sell Financial Instruments via the Electronic Services shall not be executed on-line on a real time basis, 1 of 3 until the Client is informed otherwise in writing, and that there is a delay between the time of reception of the order by the Company and the time of its execution.

(f) Obligations and Guarantees

(1) The Client hereby expressly agrees that neither the Company nor any person transmitting the Information (the "Relevant Person") shall under any circumstances bear any responsibility towards the Client or any other person in respect of any loss (including but without limitation to the foregoing, loss of profit, transaction loss and damages) resulting, coincidentally or indirectly, from unsettlement, delay or loss of use of the Electronic Services or that the Client suffers in relation to the present Agreement and Document, even if the Company or a Relevant Person has been informed of the possibility of such loss or damage.

(2) The Client expressly agrees that the Company's responsibility, or that of any Relevant Person, that arises from any kind of legal claim (contractual, civil or otherwise) in any way related to the Electronic Services or the Information, shall not exceed the amount that the Client will have paid for the provision of the Electronic Services.

(3) The Client expressly agrees that neither the Company nor any Relevant Person shall bear any responsibility for any loss that arises from a cause over which such person has no direct control, including but without limitation to the foregoing, disruption on in electrical or mechanical equipment or in the lines of communication, telephone lines or other connectivity problems, viruses, errors, configuration or compatibility problems with electro mechanic equipment or software, interruption in or failure to achieve connection with the internet, problems with internet providers or other equipment or services related to the Client's computer, problems with an intermediary computer or a communications network or such facilities, problems with the data transmission equipment or the Client's telephone or his telephone services provider, unauthorized access, theft, user errors, extreme weather conditions, earthquakes, labor uprisings or errors beyond the Company's control. The Company shall bear no responsibility for any damage to the Client's computer, software, modem, telephone or other property as a result of the use of the Electronic Services of the Client.

(4) The Client hereby agrees to support, indemnify and hold harmless the Company and the Relevant Persons against any and every law suit, legal action, prosecution, claims for damages, losses, legal duties, costs and expenses (including but without limitation to the generality of the foregoing, legal costs) that arise from his breach of the terms of the present Document, any law or third party rights, including but without limitation to the generality of the foregoing, violation of any copyrights or proprietary rights.

(g) Instructions and Communication

(1) All Instructions for the execution of orders shall be transmitted to the Company via the Electronic Services. Once the Client's orders are sent or given, they shall be irrevocable unless the Company, at its absolute discretion, can and chooses to validate an Instruction by the Client to withdraw any order, if such order has not been executed.

(2) The Company may accept orders in writing or by telephone and may confirm such transactions in the same way.

(3) When the Client signs this Document the Company shall give him a user ID and a password to his electronic account ("Electronic Account").

If the Client is already a user of the Electronic Services when signing this Document then this Document replaces the previous relevant agreement but the Client shall keep his current User ID and the relevant passwords.

(4) The Client hereby agrees and declares that he shall be solely responsible to monitor his Electronic Account and that:-

(A) He will be responsible for the safe keeping and use of his user ID and password to his Electronic Account,

(B) He will be responsible for all the orders that will be submitted through his user ID and password to his Electronic

Account and all orders that are received in this manner shall be deemed to have been received from the Client, and (C) all the orders shall be deemed to have been received at the time they are received by the Company and in the form they have been received.

(5) The Client undertakes to immediately notify the Company if he:-

(A) Perceives any deficit or the theft of his user ID and password,

(B) Perceives any unauthorized use of his user ID and password of the Electronic Services or any Information, (C) perceives any failure to receive a message that the order he sent through the Electronic Services has been received and/or executed through the Electronic Services,

(D) Perceives any failure to receive an accurate written confirmation of an order or its execution within the same day of its submission through the Electronic Services, or

(E) Receives confirmation of an order he has not himself submitted, or any similar inaccurate or conflicting report or statement or Information.

(6) The Client hereby agrees:-

(A) Not to transmit or forward orders for transactions to the Company using any electronic communications other than the electronic means specified by the Company for the submission of orders. The Client acknowledges that the Company shall not transmit orders for transactions in Financial Instruments that have been sent by electronic communication unless they are orders that have been transmitted or sent via the specified electronic means, and

(B) that he is bound by any consent he gives via the Electronic Services for the Company to supply him with notices, statements, transaction confirmations and other communication only via electronic transmission.

(7) The Client acknowledges that there may be unauthorized access by third parties to certain data, including email, electronic communication and financial information, when such is transmitted between the Client and the Company, the Relevant Persons, using the internet, other communications networks, telephone or other electronic means.

(8) The Client agrees to use software that has been developed by third parties, including but without limitation to the foregoing, browser software that supports a data protection protocol compatible to the one the Company uses. The Client further agrees to follow the Company's log-on procedures for the Electronic Services that are supported by such protocols.

#### (h) Ownership of Information

The Client agrees that the Information is the property of the Company or other persons and is protected by copyright legislation and that the Client shall not copy, transmit, sell, distribute, forward, circulate or commercially use the Information in any way without the express written consent of the Company.

#### (i) Order and Transaction Statements

(1) The Client will receive information about the execution or the status of each order via the Electronic Services. This confirmation may include details of the amounts that will be credited or debited to the Bank Account and shall be payable immediately if demanded by the Company.

(2) The Client may have electronic access to his Bank Account's statements at all times provided that the accuracy of the statements is subject to the terms of the Agreement.

(j) Declarations and Confirmations

The Client declares and confirms that (the declarations and confirmations are deemed to be repeated by the Client every time he executes a transaction under the Agreement and until it is terminated):-

(1) The Client has complete capability and authority to execute the Agreement and every transaction and to document everything thereto related, and to honor his obligations that arise from the Agreement and every transaction,

(2) the Client shall not use the Electronic Services or the Company's website for any purpose that may be illegal, offensive, indecent, threatening or that may be libelous, and

(3) The Client shall not use the Electronic Services or the Company's website for the purpose of legitimizing income from criminal activities (money laundering).

IN WITNESS THEREOF, this document has been signed by or on behalf of the Parties on the day and year first above written.

CLIENT'S SIGNATURE

NAME AND CAPACITY OF SIGNATORY

(to be completed where the Client is a legal entity or where the signatory is not the Client himself) CLIENT'S IDENTIFICATION CARD NO.:

WITNESS: \_\_\_\_\_

NAME OF WITNESS:

IDENTIFICATION NO. OF WITNESS:

SIGNATURE for and on behalf of Prochoice Chrimatistiriaki Ltd

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