

# APPENDIX 1

## COMMUNICATION

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Appendix N°1 to GENERAL TERMS OF BUSINESS.

### **Client's contact details**

You agree that the means of communication as provided in Clause 10 of the Investment Service Agreement are deemed valid and can be used by us.

You unambiguously consent that we may at any time record and or log any communications between you and us, as permitted by law and regulation, for the purpose of using such recordings as evidence of instructions given or terms agreed upon for legal and or regulatory purposes. You are aware that these recordings could be use in a court by us if deemed necessary.

Any recording will be our sole property, and the period for which any recording is retained will be determined by us in our absolute discretion.

### **Electronic communication**

You hereby confirm that the email address indicated in Clause 10 of the Investment Service Agreement (hereinafter referred to as the «electronic address») has been assigned to you only in accordance with the law and is currently valid.

Acknowledging and consenting to the risks and duties to exercise due diligence listed below, you authorize us to send any information related to the execution of the Investment Service Agreement and the Terms of Business to this electronic address with no further verification of authorization.

You acknowledge that during electronic communication, data are transmitted without encryption via an open network with full public access, the Internet, or via mobile telecoms networks. The data are therefore transmitted regularly and without supervision across borders, even if the sender and recipient are both located in the ADGM.

Data may be seen, modified, or misused by third parties. It is therefore possible to conclude that a business relationship exists or will exist in the future, and the identity of the sender can be assumed or manipulated. You acknowledge that electronic communication entails other risks (possible manipulation of the computer by unauthorized persons, unauthorized use of your instruments of identification, etc.).

You acknowledge the duty to report any address changes. You will inform us without delay regarding any suspicion of misuse of the electronic address. Subject to cases of wilful intent or gross negligence, neither we, our organs nor third parties commissioned by us assume liability for any losses arising from errors, delays, or interruptions in transmission (including indirect and consequential damages). We may at any time interrupt or block the receipt and transmission of information, etc. via an electronic address, either overall or in reference to specific services, particularly if misuse is suspected.

If you do not enter any electronic address in Clause 10 of the Investment Service Agreement, this will not be considered as a revocation of a previously granted authorization for electronic

communication, and will furthermore cause no deletion of a previously disclosed electronic address.

If the electronic address specified in Clause 10 of the Investment Service Agreement differs from a previously specified address, then the previously specified address will be replaced accordingly.

**Oral communication**

You unambiguously consent that we may at any time record and or log any verbal communications between you and us, as permitted by law and regulation, for the purpose of using such recordings as evidence of instructions given or terms agreed upon for legal and or regulatory purposes. We are aware that these recordings could be used in a court by us if deemed necessary.

Any recording will be the our sole property, and the period for which any recording is retained will be determined by us in our absolute discretion.