

# Investment Services Agreement

This Investment Services Agreement for the provision of investment and other related services (the “**Agreement**”) is entered into between:

**ACM Limited**, a private company limited by shares and registered in the Abu Dhabi Global Market (“ADGM”), registered number 000002050, whose office is at Unit 608, 6/F, Al Sarab Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE (“**ACM**”, “**we**” or “**us**”);

and

**Full name**

Passport / registered address

(“**you**” or the “**Client**”),

(individually a “**Party**” and collectively the “**Parties**”)

## 1. Construction

- 1.1. This Agreement incorporates the ACM Investment Services Terms of Business and any appendices thereto (as amended from time to time) (the “**Terms**”, “**Terms of Business**”), which can be found at the following website: <https://acmgroup.ae/documents/>.
- 1.2. You consent to and acknowledge that the Terms are incorporated into this Agreement and may be provided to you in an electronic format (including, without limitation, by use of websites), including where we are required to provide you with information by way of a durable medium, to the extent permitted by applicable laws and regulations.
- 1.3. In the event of a conflict or inconsistency between this Agreement and the Terms, this Agreement will prevail.
- 1.4. Unless expressly otherwise defined herein or in the ACM General Terms of Business, capitalized terms have the meanings given to them in rules of the ADGM’s Financial Services Regulatory Authority (the “**FSRA**”).
- 1.5. A “**Rule**” is a reference to a rule contained in the FSRA Conduct of Business Module (“**COBS**”).

## **2. Commencement of Business Relationship**

- 2.1 This Agreement commences on the Commencement Date and sets forth the terms and conditions pursuant to which ACM may from time to time provide you with certain financial services.

## **3. Regulated Services provided by ACM**

- 3.1 ACM may, in its sole discretion, provide you with the following regulated services (the "Services") under this Agreement in accordance with any applicable laws and regulations of the ADGM (whether imposed on you or ACM) and in accordance with the Terms:
- i) Advising on Investments or Credit;
  - ii) Arranging Credit;
  - iii) Arranging Custody;
  - iv) Arranging Deals in Investments;
  - v) Dealing in Investments as Agent; and
  - vi) Dealing in Investments as Principal (only as Matched Principal).
- 3.2 Where we provide the Services, we may hold or control Client Assets with an Authorised Firm or other regulated financial institution that is a separate legal entity from us and that is required to establish a Client Account maintained in the name of ACM. We are bound by the COBS Rules on Client Assets to the extent Clients Assets are directly held by us or held in an account in the name of ACM.

## **4. Regulatory Status**

ACM is authorised and regulated by the ADGM Financial Services Regulatory Authority under Financial Services Permission Number 180022. This Agreement constitutes a "client agreement" between ACM and the Client for the purposes of COBS.

## **5. Fees and Charges**

- 5.1 Hereby the Client chooses the following Tariff Plan:
- ☐ Tariff plan 1
  - ☐ Tariff plan 2
- 5.2 The Client confirms its understanding that the applicability of the tariff plan chosen hereunder is subject to the terms and conditions of the Agreement, the Appendix 3 Fees and charges to Terms of Business as amended from time to time and the requirements as indicated in the description of a relevant tariff plan. If the Client fails to meet the requirements as indicated in Appendix 3 tariff plan 1 will apply without any additional notifications despite the choice indicated herein.
- 5.3 The tariff plan chosen hereunder will apply to all the Accounts opened under the Agreement unless a particular tariff plan is chosen for a particular Account provided the Client meets the requirements as indicated in the description of a relevant tariff plan.
- 5.4 In case no tariff plan is chosen in sub-clause 5.1 above tariff plan 1 will apply to all the Accounts.

- 5.5 Details of the fees and charges payable to ACM for rendering the Services, tariff plans available and applicable requirements are set out in Appendix 3 to the Terms of Business that forms an integral part of the Terms.
- 5.6 ACM may establish requirements that are to be met for a particular Tariff plan to apply as provided in Appendix 3 to the Terms of Business. In order to determine whether the Client meets the requirements ACM reserves the right to consider any assets under ACM's management in accordance with the Discretionary Management Agreement (incorporating the ACM Discretionary Management Terms of Business) if such an agreement is entered into between ACM and the Client and in force.
- 5.7 At any time the Client may choose a different tariff plan by providing a request in a form acceptable to ACM for a particular tariff plan available under Appendix 3 to apply, in which case the Client will have to meet certain requirements as indicated in the description of a relevant tariff plan. The requested Tariff plan will apply starting from the first business day following the date of receipt of the request by ACM. If the Client fails to meet the requirements as indicated in Appendix 3 tariff plan 1 will apply automatically without any additional notifications.
- 5.8 In addition to the fees set out in the Appendix 3 to the Terms, ACM will charge you all costs and expenses reasonably incurred by ACM, its agents, banks, custodians, clearing systems and other service providers, as well as affiliates and their agents, in connection with the provision of the Services, execution or settlement of transactions or instructions, or making relevant payments, conversions, registrations, filings, transfers and deliveries hereunder and you hereby agree and covenant to pay the above fees and compensate ACM for all such costs and expenses.
- 5.9 All fees, costs and expenses are exclusive of VAT and any other applicable taxes (including any present or future tax, levy, impost, duty, charge, assessment or fee of any nature that is imposed by any government or other taxing authority in respect of any payment under this Agreement), if any. The amount of such applicable taxes, if any, shall be stated by ACM in its appropriate invoice for the payment of ACM's fees and expenses and shall be paid by you in accordance with the provisions of this Agreement.
- 5.10 Where ACM holds or controls Client Money, ACM may debit the relevant account to pay any fees, costs and expenses due to ACM hereunder. If the amount of funds in such an account is insufficient or in case ACM does not hold or control Client Money, ACM's fees, costs and expenses shall be paid by the Client upon the receipt by the Client of an appropriate invoice from ACM within ten (10) business days according to payment instructions in the invoice or the Client shall credit the relevant account as requested by ACM.

## 6. Classification

In respect of all Services or in respect of each individual transaction undertaken for you, ACM will classify and treat you as a Professional Client unless you elect to be classified otherwise and inform ACM in writing within 7 days of the date of this Agreement of such an election. For the avoidance of doubt, any such election by you shall not invalidate or otherwise affect any action taken by ACM pursuant to this Agreement prior to the date of such election. ACM is unable to undertake investment business with Retail Clients.

Execution of this Agreement indicates that you have considered, acknowledged and consented to such dispensation in the circumstances noted.

## 7. Amendment, Termination and Assignment

7.1 No amendment to this Agreement will have effect unless issued or agreed by us in writing. You consent to and acknowledge that any subsequent amendment(s) to the Terms and this Agreement may be made at ACM's sole discretion.

7.2 The Terms are amended in accordance with the provisions of the Terms by publishing an updated version of the Terms on the website referred to herein above.

This Agreement may be amended at ACM's sole discretion upon prior written notice to you or upon publishing such a notice of amendments on the website referred to above.

You hereby undertake to review the ACM's website referred to herein on a regular basis.

Unless otherwise prohibited by applicable laws or regulations, any amendment(s) to this Agreement made in accordance with clause 7.1 and 7.2 above will take effect on the next Business Day following the date of the amendment notice sent to the Client or published on the website referred to in this Agreement. Such amendment(s) will be deemed accepted by you if you continue to use our Services.

7.3 This Agreement does not have a fixed duration and will continue for an indefinite period, unless terminated or cancelled in accordance with the provisions hereof.

7.4 We may terminate this Agreement with immediate effect by giving you a written notice (including by email) indicating the date of termination upon any of the following:

- a) any protest in writing being made by you in connection with amendments made to the Agreement and/or the Terms;
- b) you failing to meet our due diligence requirements as stated in the Terms including, but not limited to Client classification and Anti-Money Laundering Requirements;
- c) if we reasonably suspect that you have given us false information; or we suspect that your account is being used for an illegal purpose; or we are ordered to by a court or authority or regulator of competent jurisdiction; or you were not entitled to enter into this Agreement;
- d) if you are in breach of any material term or condition, representation or warranty in the Agreement or Terms of Business;
- e) if you are unable to pay your debts as they become due or you undergo or suffer an insolvency process or any analogous process affects you or your property assets anywhere in the world;
- f) if any action is taken or threatened against you in respect of the voluntary winding up, insolvency or any process analogous thereto;
- g) if any warranty made or deemed to be repeated by you is incorrect or misleading when made or deemed to be repeated;
- h) if the Client does not transfer any assets or funds to the account(s) opened hereunder within six calendar months following the Commencement Date;
- i) in other cases in accordance with the provisions of applicable laws and regulations.

- 7.5 Either you or we may terminate this Agreement without penalty by submitting a termination notice to the other in writing (including by email), with termination taking effect 15 (fifteen) Business Days after the date on which the notice is given.
- 7.6 This Agreement is not automatically terminated upon your bankruptcy, death or incapacity to act, and we have established procedures for the continuation of your business in such event(s). Subject to clause 7.7 below, this Agreement will continue until we have received a written revocation by registered mail from a person that is appropriately authorised to act on your behalf, which may include your heirs and/or executors /administrators ("Authorised Persons"). Where several Authorised Persons exist, they must delegate a proxy whom we will provide with the necessary explanations and/or reports. Where one or more Authorised Person(s) decides to terminate this Agreement, the Agreement shall be terminated in respect of all Authorised Persons. We may demand evidence from any Authorised Person that he is appropriately authorised to act in that capacity. We are not bound to act on the instructions of the Client's Authorised Persons prior to any proof of representation.
- 7.7 Notwithstanding clause 7.6 above, we may suspend or cancel this Agreement (including any verbal or written instructions in connection with this Agreement) immediately upon becoming aware of your bankruptcy, death or incapacity to act.
- 7.8 Upon termination of this Agreement, we will cease to be authorised to act on your behalf. Termination of this Agreement will be without prejudice to the completion of transactions already initiated prior to such termination and will not affect accrued rights and liabilities of either Party.
- 7.9 We may assign, novate and/or otherwise transfer all or any of our rights (in whole or in part) and/or obligations under this Agreement (subject to limitations set out in the FSRA rules and any relevant applicable legislation) to any third party, including any Affiliates (among others). You hereby consent to any such assignment, novation or other transfer, including to any "Transfer Scheme" as provided in the FSRA rules.

## 8. Risk Acceptance

You hereby confirm you are aware of and agree with all risks which are connected with investment in securities and/or other financial instruments. ACM shall not be responsible for any losses and/or damages suffered by you as a result of the risks associated with investments, including but not limited to losses resulting from governmental actions, changes in financial market regulations, actions or negligence by custodians or issuers which directly affect ACM's obligations according to the Agreement or change the cost of securities.

## 9. Contact Details

- 9.1 The contact details for ACM are indicated below and for the Client are indicated in the Client Application Form as updated from time to time.

### ACM Limited

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Telephone

+971 2 234 4570

Email

client@acmgroup.ae

Address

Office 608, 6/F, Al Sarab Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE

- 9.2 You agree that we can communicate with you by post, telephone, e-mail and by other means of communication as described in the Agreement and TOBs using the details set out in the Client Application Form.
- 9.3 In case our contact with you is interrupted for more than one year without us being in a position to get in touch with you using the means ordinarily used, we are authorised to contact the following persons in order to re-establish communication with you:

- 9.4 Either party may by notice to the other change the contact details specified herein above or in the Client Application Form by providing a notice in accordance with methods of communication available hereunder or by updating the Client Application Form (for the Client).

## 10. Applicable Law and Place of Jurisdiction

This Agreement between you and us shall be governed by and construed in accordance with the laws of the ADGM, without regard to its conflicts of laws principles. The place of jurisdiction for any disputes arising out of and in connection with this Agreement shall be the ADGM.

## 11. Method of Execution

- 11.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 11.2 This Agreement may be executed and delivered by exchange of signed counterparts via email using the contact details of the parties with an obligation to send the duly signed originals in hard copy by post not later than 3 (three) business days as of the date of this Agreement.
- 11.3 The Client agrees that this Agreement, appendices being an integral part hereof, supplementary and additional agreements hereto, any other documents connected with and provided under the Agreement and Questionnaire required for the purposes of this Agreement may be signed by the Parties through DocuSign system and the Client hereby agrees and confirms its understanding that documents signed through DocuSign will be legally enforceable and hold the same effect as physical, non-electronic, tangible versions of documents.
- 11.4 ACM may request a confirmation from the Client confirming that any document was signed by the Client through DocuSign in any form acceptable to ACM or by any means of communication available under the Agreement at any time.
- 11.5 The Client warrants and represents that (i) there are no restrictions and limitations applicable to the Client that may limit or in any way affect the validity and enforceability of documents signed through DocuSign, (ii) these documents are acceptable and valid in the jurisdiction of the Client and this is a valid method of execution of documents in the Client's jurisdiction, (iii) the Client

has the requisite authority to execute the document using DocuSign, and (iv) the Client will not challenge the validity of the documents on the basis that the documents are signed through DocuSign.

- 11.6 ACM reserves the right not to accept and not to sign any documents initiated by the Client through DocuSign.
- 11.7 At any time, ACM may request from the Client and the Client agrees to provide a hard copy of any document signed by physical signature that has been previously signed through DocuSign.
- 11.8 The Client agrees to use the “draw” type of signature available in DocuSign system and to use the e-mail that has been verified before the date of the Agreement (such verification will be made by employees of ACM through a communications platform that allows users to connect with video and audio like Zoom or in a personal meeting with the Client/Client’s representative or in case the verification is made by ACM in connection with any other agreements entered into with the Client) and that was further indicated in the Agreement for communication or provided in any documents related to the Agreement.
- 11.9 ACM reserves the right not to accept and not to sign any documents through DocuSign system with or without any reason including if the sample of the Client’ signature (the representative of the Client) available to ACM does not match the signature of the Client affixed through DocuSign system.
- 11.10 In case the Agreement is signed through DocuSign system transfer of funds by the Client to ACM under the Agreement additionally unequivocally confirms that the Agreement was duly signed by the Client through DocuSign and the Agreement was signed with the person from whose/which account relevant funds are transferred.
- 11.11 The Client accepts any and all risks connected with the use of the DocuSign system and unauthorized access to this system in the name or on behalf of the Client and will take any and all actions to prevent such an unauthorized access.
- 11.12 The Client may contact ACM for any issues connected with the use of DocuSign system using the following email: [client@acmgroup.ae](mailto:client@acmgroup.ae).

## 12. Miscellaneous

- 12.1 By signing this Agreement, you confirm that (i) you have read and fully understood all the terms of the provision of designated financial services to you by us and the contents of all applicable documents (terms and conditions of this Agreement, Terms and any amendments, annexes, appendices, addendums thereto) and agree entirely with them; (ii) you have full knowledge and understanding of the English language and you have understood and accepted the risks related to the English language in which applicable documents are provided.

This Agreement is effective as of the later of the dates set forth in the signature page below (the “**Commencement Date**”). In witness whereof, the Parties have caused their duly authorized representatives to sign this Agreement effective as of the last date written below.

Signatories

SIGNED for and on behalf of Client		
Name		Signature
<div></div>		
Title	Date	
<div></div>	<div></div>	

  

SIGNED for and on behalf of ACM Limited		
Name		Signature
<div>Maxim Kuzyakin</div>		
Title	Date	
<div>SEO, Director</div>	<div></div>	

  

Agreement Number	Commencement Date
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