

# Discretionary Management Terms of Business

ACM |||

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## PREAMBLE

These Terms of Business (the “**Terms**” or “**Terms of Business**”), together with the Discretionary Management Agreement (the “**Discretionary Management Agreement**”) entered into between ACM Limited (“**ACM**”, **we, us**) and you (the “**Client**”, you, yours), as amended from time to time, contain the terms upon which ACM will provide certain asset management services to you.

ACM reserves the right to publish a sample of the Discretionary Management Agreement on its web-site for information purposes only. The relationship between ACM and the Client will be regulated by the Discretionary Management Agreement signed between the parties and the final version of each agreement signed with a particular Client may differ from the version published on the web-site.

ACM is regulated by the Abu Dhabi Global Market (“**ADGM**”) Financial Services Regulatory Authority (“**FSRA**”) and is authorised to provide certain financial services and, in connection with such authorisations and regulations, is required to make certain information available to you. Such information is provided in Appendix 2 of these Terms of Business.

These Terms only apply to you if you meet the requirements to qualify as a Professional Client or a Market Counterparty in accordance with the provisions of the Conduct of Business Rulebook (“**COBS**”) of the ADGM FSRA.

Unless the parties hereto agree otherwise, and unless the Client notifies ACM otherwise in writing, ACM will assume the Client is acting as principal and not as agent on behalf of another person. If ACM becomes aware that the Client is acting as an agent for another person, then unless the Client is an Authorised Person or a Recognised Body (as defined in the FSRA’s rules), ACM must also treat that second person as ACM's client in relation to these Terms.

For your own protection, you should read and fully understand these Terms before signing the Discretionary Management Agreement. If you do not understand any of these Terms or references or the terms of the Discretionary Management Agreement, you should seek an independent professional advice.

These Terms, the Discretionary Management Agreement and/or any other written agreement or document executed by the parties hereto in relation to the Terms and the Discretionary Management Agreement shall constitute the client agreement between the parties (the “**Client Agreement**”).

These Terms shall comprise an agreement for the purpose of COBS and shall be binding on you. These Terms shall form the basis upon which we shall carry on business with you as described herein.

## 1. PRINCIPLES

### A. Establishing a Relationship

1. These Terms will come into effect as of the Commencement Date of the Discretionary Management Agreement, provided that the documents submitted by you to us are complete in all respects to our satisfaction. Acceptance of documents by us does not confer any right to you. You are bound to furnish any further documents or rectification of the documents already submitted to us as and when required by us. We are entitled to hold back or suspend the relationship or part or whole of the services offered/provided or to be offered or provided to you until receipt of the documents or rectification as sought by us have been provided to our satisfaction.

### B. Regulatory Status

1. ACM is authorized and regulated by the FSRA under Financial Services Permission Number 180022 and has its office, currently at Office 608, 6/F, Al Sarab Tower, Abu Dhabi, Global Market Square, Al Maryah Island, Abu Dhabi, UAE.
2. ACM is currently authorised to carry out (inter alia) the following financial services:
  - 1.1.1 Managing Assets;
  - 1.1.2 Advising on Investments or Credit;
  - 1.1.3 Arranging Credit;
  - 1.1.4 Arranging Custody;
  - 1.1.5 Arranging Deals in Investments;
  - 1.1.6 Dealing in Investments as Agent; and
  - 1.1.7 Dealing in Investments as Principal (only as Matched Principal).
3. The particular services to be provided to you are those stated in these Terms below.
4. Capitalized terms used but not defined in these Terms or the Discretionary Management Agreement will have the meaning(s) given to them in the ADGM rules or (where applicable) other ADGM rules and regulations, as amended.
5. Where we provide services as described hereunder, 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.

### C. Client Classification

1. Pursuant to the ADGM Rules, with respect to Investment Business, you may be classified as a Retail Client, a Professional Client or a Market Counterparty.

2. We will categorise you according to the FSRA's rules and separately notify you of your categorisation. You have the right to request a different client categorisation by writing to us. If you request to be categorised as a Retail Client (as defined in COB Rules) we will not be able to provide services to you as we do not provide our services to Retail Clients. If you are categorised as a Professional Client, the statutory and regulatory protections which we would be required to provide to you are reduced compared with those of a Retail Client. If you are categorised as a Market Counterparty for any of our services, the statutory and regulatory protections which we would be required to provide to you are limited.
3. You acknowledge and agree that you are responsible for informing us if your categorisation is not appropriate and for keeping us informed about any change which could affect your categorisation.
4. You acknowledge that as a Professional Client or Market Counterparty (as the case may be), you do not benefit from the higher level of protection available to Retail Clients.
5. Further, you are required to inform us of any change/s or other matters that may be of relevance about your client classification by us, including but not limited to AML/KYC, Sanctions and Counter-Terrorism Financing ("CTF") requirements.

**D. Nature of services. Managed assets**

1. Without limiting the generality of clause B. Regulatory status Immediately above in respect of the services ACM is licensed to provide the Client herewith grants ACM the mandate and power of attorney (when applicable) to manage all the assets (hereinafter as the "Assets under management") in the accounts (hereinafter as the "Account(s)") with the bank (hereinafter as the "Bank") or other financial institutions, and shall at its sole expense cover the costs of maintaining those. For the avoidance of doubt, Assets under management shall mean assets in any Account that are transferred by the Client and are held in the name of ACM with the Bank or any other financial institution.
2. The Client herewith authorizes ACM and agrees that ACM may arrange for the Client's Assets under management beneficially owned by the Client to be held in custody by the Bank or other financial institutions or by a third party appointed as a sub-custodian by the Bank or other financial institutions, from time to time, in the course of providing the Client with services under these Terms of Business.
3. ACM hereby confirms that ACM will hold or control Client money in accordance with the requirements of applicable ADGM legislation, including Financial Services Regulatory Authority (FSRA) Client Money Rules. Client money will be deemed to be held or controlled by ACM if it is held in an Account in the name of ACM or controlled by ACM.
4. These Terms of Business also apply to investments subsequently transacted with the Client's capital on the Account(s) or deposits and any and all income, surplus or any kind of assets received or accrued with respect to the assets on the Accounts, including as the result of corporate actions or otherwise and all such assets (both monetary and non-monetary) will be treated as Assets under management for the purposes of these Terms of Business including for the purposes of fees calculations.

5. The Client confirms that the Assets under management subject to these Terms of Business do not come from any criminal activities.
6. The Client confirms and agrees that ACM is authorized to involve its affiliates in the provision of services as described in these Terms of Business, including in relationship with the Banks or other financial institutions and agrees to provide and execute any documents that may be required for the purpose of such involvement.

**E. Extent of the mandate. Designated Client Account**

1. The Client grants ACM the mandate and power of attorney to manage, at ACM's sole discretion, all the assets transferred to the Account(s) and make investment decisions regarding the Account(s), for a fee and at the Client's expense, in accordance with the Client's investment objective described in the Client Application Form, Annex 1 of the Discretionary Management Agreement or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client (as applicable).
2. All transactions in the Account(s) pursuant to ACM's discretionary authority shall be solely for the benefit and risk of the Client. ACM may at its sole discretion and being guided by Annex 1 of the Discretionary Management Agreement or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client (as applicable), dispose of the assets and take any actions, give or receive explanations required to manage the assets.
3. ACM shall have complete discretion to direct and implement the investment and reinvestment of the assets held in the Account(s) without consultation with the Client.
4. The Client acknowledges and assents that any actions which ACM may take hereunder shall be legally binding for the former.
5. The Client agrees and confirms its understanding that the Bank or other financial institutions will follow ACM's or its affiliate's as the case may be instructions to effect transactions, deliver securities, make transfers and payments, deduct fees and charges, and take other actions with respect to the Account(s) without the Client's consent.
6. The Client instructs ACM to conduct transactions via Account(s). ACM also may, although shall not be obliged to, at its sole discretion, determine additional issues occurring in the management of the entrusted assets, namely, to acquire, convert shares, and to exercise other rights of shareholders and co-owners and to exchange any sums to any currency it deems appropriate at its own discretion.
7. Where the Bank has provided for custom agreements to close separate types of transactions, ACM may enter into such agreements. ACM may at any time produce these Terms of Business and the Discretionary Management Agreement entered into with the Client to the Bank at the latter's request.
8. The scope of authority envisioned herein shall entitle ACM to discretionary management, holding and/or controlling of assets on the Account(s) as stated herein. ACM is not authorised:
  - to pledge, charge or pawn the Client's assets, unless such pledge, charge or pawn are required for the purpose of these Terms of Business; or

- to transfer, in full or in part, in ACM's own favour (save for the exclusions provided for in these Terms of Business, including Article 9C6) or in favour of any third parties the securities or funds of any type, unless that transfer is required for execution of these Terms of Business.
9. ACM reserves the right to provide the Client with information, communications and/or ideas from time to time and by entering into the Discretionary Management Agreement the Client agrees thereto, provided that the Client may refuse to receive such at its own discretion at any time. Any such information, communications and/or ideas that might be exchanged from time to time in the absence of any of the conditions for the provision of investment advice will be considered to be "incidental information" and ACM shall not be considered to be offering any investment advice to the Client, nor shall ACM be liable for any damages, actual, implied or potential, that the Client or any other party might incur as a result of relying on such "incidental information".
  10. Where ACM provides services under these Terms of Business, ACM may hold or control Client Assets with an Authorised Firm or other regulated financial institution (including a bank, a custodian, an intermediate broker, a clearing house, an exchange and 'over the counter' counterparty) that is a separate legal entity from ACM and that is required to establish a Client Account ("**Third Party Agent**") maintained in the name of ACM. ACM is bound by the COBS Rules on Client Assets to the extent Client Assets are directly held by ACM or held in an account in the name of ACM.
  11. Where ACM holds or controls Client Assets with a Third Party Agent, ACM undertakes an assessment of that Third Party Agent and assesses its suitability to hold the Client Assets. Client Assets may be held in a jurisdiction outside the ADGM and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the ADGM. ACM will not be liable in the event of default by the Third Party Agent.
  12. Any assets held in the Client Account will be separate from the assets of ACM. In the event of ACM's insolvency, winding up or other distribution event stipulated by the ADGM, the Client's Money will be subject to the ADGM's Client Money Distribution Rules.
  13. Where applicable, ACM does not pay interest on cash accounts.
  14. Where ACM arranges custody for a Client, ACM is not itself Providing Custody. The duties or responsibilities to the Client for the safe custody of Client's Investments therefore remain with the relevant third party custodian.
  15. Cash and investments may be credited to one or more cash and/or custody accounts which may be created and administered by ACM and/or by third parties selected by ACM on behalf of and for the benefit of the Client. ACM shall have full power and authority to operate such accounts in the performance of these Terms of Business.
  16. If agreed by ACM the Client reserves the right to transfer assets (including both securities and funds) between the accounts opened hereunder and under the investment services agreement between the Client and ACM incorporating the ACM Investment Services Terms of Business provided such a transfer is made in accordance with relevant provisions of the investment services agreement between the Client and ACM regarding withdrawal of assets and the provisions hereof.

17. ACM reserves the right to reject acceptance and execution of Client's instructions in full or partially should ACM determine that there are any reasonable grounds therefore or any restrictions and limitations imposed by ACM internally or execution of such instructions may create any risks not acceptable to ACM or there are any force majeure events that are beyond ACM's control hindering or preventing us to proceed with the execution of the instruction. If ACM rejects to execute an instruction, ACM will notify the Client as soon as reasonably practicable. Such grounds and events include, but are not be limited to, any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, war, force majeure events, acts and regulations of any governmental, quasi-governmental or supranational bodies or authorities, implementation of law, order, regulation, court decision or any other circumstances and events prohibiting, restricting or in any way affecting activities of ACM or which prevent or hinder provision of services hereunder, execution of an instruction. Such events also include imposition of any limitations by and/or failure or refusal/rejection, as might be applicable, of any intermediary, account bank, sub-custodian, broker, dealer, exchange, clearing house, or regulatory or self-regulatory organization, agent of the above for any reason to perform its obligations and other events beyond ACM's reasonable control. To the fullest extent permitted by applicable law the Client releases ACM from any and all liability and claims of whatever nature in any way relating to or connected with rejection of any instruction as described herein.

**F. Limitations on services rendered by ACM**

1. The Client money will be held in an account in the name of ACM with the Bank or another financial institution as client money. Any transactions executed may be undertaken by the Bank or other such financial institution (or, where necessary, by third party service providers).
2. ACM will not provide credit or accept deposits as part of its services to the Client and those services would typically be provided either by the Bank and/or another financial institution.
3. ACM shall not be liable or responsible for any act or omission on the part of the Bank or its personnel or agents, nor for any loss the Client may suffer as a result of their insolvency.
4. The Client acknowledges that the Client's investments and assets may be held outside the ADGM and the market practices and insolvency regime applicable in that jurisdiction may be different from the regime applicable in the ADGM.

**G. Investment vehicles and types**

1. Until special instructions have been given by the Client as set forth herein, in the scope of the meeting minutes or otherwise, ACM shall manage the assets at ACM's discretion, but in accordance with Annex 1 of the Discretionary Management Agreement or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client (as applicable), and at ACM's sole discretion select the investment vehicles and currencies, the investment period, and solve issues related to measures of hedging against the risks of fluctuations in asset value, currency exchange rates or risks of interest rate change, and issues related to selection of the risk hedging tools it may deem appropriate. The investment strategy is not deemed to have been violated if such is not complied with insubstantially or temporarily. This remark shall



specifically apply to the cases of passive investment strategy violations if, for instance, the relationships between asset classes and financial vehicles in a portfolio change in response to the market environment. The investment strategy is not deemed to have been violated if such is not complied with due to actions of or failure to act by ACM in case ACM remedies such a violation within 5 business days as of the date immediately following the date it is determined that any such violations took place. The investment strategy is not deemed to have been violated if such is not complied with (i) due to changes in the value of the assets, such violations are to be remedied within 3 (three) months or (ii) due to withdrawal of the assets by the Client or charges of the Bank's and/or ACM's fees in which case such violations are to be remedied within 6 (six) months. In case the Client chooses a new investment strategy or decides to transfer any assets from one investments strategy to another, non-compliance with the terms stated in this clause within 3 (three) months will not be deemed to constitute a violation.

2. In compliance with Annex 1 of the Discretionary Management Agreement or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client (as applicable), ACM is first and foremost authorised to carry out the following investments:
  - time deposits and deposits, securities lending
  - investment in precious metals, or money market and securities market instruments, in the form of securities and book-entry securities (e.g. shares, bonds, notes, long-term debt securities), financial vehicles derived from them or which are combinations;
  - collective investment schemes (investment funds, investments trusts, unit trusts, etc.), in so far as the capital of those is invested into ordinary investment vehicles;
  - hedge funds, private equity and real estate (only if used to diversify the entire portfolio, in so far as they are structured according to the "Fund of Funds" principle or offer the guarantee of equivalent diversification and that they are easily negotiable);
  - standardized options (traded options), non-standardized options (in so far as they do not have the leverage effect on the entire portfolio);
  - financial futures, options, forwards, swaps;
  - hybrid and structured products.
3. With a view to diversifying the portfolio, the recourse to non-precious metals and raw materials in the form of a collective investment scheme, derivative, index or structured product may be made.
4. ACM shall, as a rule, purchase the above assets via an exchange; purchasing outside the organized markets or multilateral trading systems may also be made.
5. The Client is aware that certain futures and derivatives transactions require a pledge in the form of securities, and hereby authorises ACM to pledge the assets on the Accounts as a security.
6. The Client acknowledges and assents that ACM shall incur no liability for the efficiency of investment in assets. The Client is aware that the historic investment vehicle price dynamics offers no conclusion regarding its future value dynamics. At the same time the Client confirms that it understands and allows for the risks associated with the vehicles and investment types referred to in Article 1D2 above. In so far as the third-party investment vehicles are concerned,

ACM shall neither be liable for inaccurate or incomplete information about an investment vehicle contained in the prospectuses or other information materials, nor for losses of any kind whatsoever, which have ensued from the inaccurate or incomplete information.

#### **H. Strategy currency**

1. The strategy currency specified for each strategy available under Appendix 5 to these Terms and the individual investment strategy under Annex 1 to the Discretionary Management Agreement will be used for the purposes of calculation of Net Assets Value of the Client's portfolio and the ACM's remuneration.
2. The indication of a strategy currency in Appendix 5 hereto or Annex 1 to the Discretionary Management Agreement does not prevent ACM from making investments into other currencies based on the investment strategy policy.
3. ACM is authorized by the Client to exchange any sums into any currency at its own discretion in connection with provision of services hereunder at the rate chosen by ACM acting reasonably and in good faith at ACM's sole discretion and any expenses connected with such an exchange will be borne by the Client.

#### **I. Place of business**

1. The Client acknowledges and accepts that ACM will provide the services solely from its place of business in the ADGM, United Arab Emirates.

#### **J. Obtaining and using of loans**

1. The Client acknowledges and accepts that ACM will not provide credit as part of its services to the Client. The role of ACM is limited to arranging credit subject to these Terms of Business.
2. The Client shall have right to authorise ACM (if applicable) to use the loans extended by the Bank and transferred to the Account(s). The authority of ACM to use loans extended by the Bank and make investments using the credit leverage is determined by the Client in the Discretionary Management Agreement.
3. The Client shall have the right to authorise ACM (if applicable) to invest using the credit leverage and for that purpose to obtain loans at the expense of Accounts. This will lead to emergence of debit balance on the Accounts. If such authorization is applicable the Client acknowledges that to extend a loan the Bank may request a pledge, a charge or a pawn and hereby consents that ACM may pledge, charge or pawn the Client's assets / assets held in the ACM's name or may provide other security types. If such authorization is applicable the Client acknowledges that making additional security at the expense of Accounts will be required to cover the debit balance where the pledge value of the pledged, charged or pawned assets or other assets used as a loan security is decreased. Otherwise the Bank may sell the assets pledged, charged or pawned to secure a loan, which may result in significant financial losses. Any liability of ACM in connection with receipt of a loan is hereby expressly disclaimed. The Client confirms that ACM has to the full extent notified it about the loan-related risks and the Client fully understands and accepts such risks.

#### K. Paying/transferring into and withdrawing from Accounts

1. The Client shall inform ACM in a written form in advance of its decision to transfer assets, including description of securities or any financial instruments to the Accounts for the purposes of provision of services under these Terms of Business.

ACM reserves the right not to accept certain assets to the Accounts at its own discretion and shall bear no liability with this respect. In case ACM decides not to accept certain assets that the Client wishes to transfer to the Account ACM will inform the Client thereof within 10 (ten) business days as of the day ACM receives information regarding the assets the Client wishes to transfer.

ACM has a right not accept any transfers of funds from any accounts opened directly or indirectly in the banks established in Russia or Belorussia or from any banks with respect to which sanctions were imposed by the U.S. and/or the European Union, and/or the Member States of the European Union and/or other eligible authorities on sanctions and no special notice from ACM is required in such a case.

Any expenses connected with transfer or withdrawal of assets (including funds) to/from the Account shall be borne by the Client.

ACM reserves the right to establish additional fees (in addition to any other sums to be paid under these Terms of Business) to be made by the Client for the transfer of particular currencies to the Account in the amount indicated in Appendix 4: Fees and charges hereto to be calculated of the sum in the relevant currency to be transferred to the Account for each such transfer. The amount of such fee will be calculated on the last calendar day of the quarter during the term of the Discretionary Management Agreement, as well as on the date of occurrence of the circumstances that are grounds for termination of the Discretionary Management Agreement and may be retained by ACM directly from the Account without any prior notice or consent of the Client.

2. All proceeds of sales and all other income received by ACM in respect of the Client's assets will be credited to the relevant Account (unless the Client expressly designates another account) as and when received and will be treated as Assets under management for the purposes of these Terms of Business, where they will be available for reinvestment or for withdrawal by the Client subject to any requisite minimum balance as determined by ACM or the Bank or another financial institution from time to time and subject to the relevant provisions of these Terms of Business.
3. Subject to the provisions of this clause 1.K additional contributions to the Accounts may be made at any time.
4. The Client may from time to time decide that the Client wishes to withdraw/transfer a particular asset from an Account. To the extent there is sufficient asset required in that Account (after taking into account any commitments made by ACM or the Bank on the Client's behalf as at that time), the Client may instruct ACM to withdraw/transfer such asset.

5. In case there is insufficient amount of cash on the Accounts ACM will (taking into account any commitments made by ACM or the Bank on the Client's behalf as at that time) sell any financial instruments available on the Accounts chosen at its own discretion in order to execute Client's instruction to withdraw a particular sum from the Account.
6. The Client hereby confirms its understanding and agrees that due to nature of some assets there may be restrictions regarding the transfer of particular assets, it may be not possible to transfer relevant assets or it may take longer time to transfer/withdraw/sell such assets, and this will not be treated as breach of any obligations of ACM to transfer/withdraw Assets (this shall also be applicable in case of termination of the Discretionary Management Agreement).
7. If agreed by ACM the Client reserves the right to transfer assets (including both securities and funds) between the accounts opened hereunder and under the Investment Services Agreement incorporating the ACM Investment Services Terms of Business between the Client and ACM provided such a transfer is made in accordance with relevant provisions of the Investment Services Agreement incorporating the ACM Investment Services Terms of Business between the Client and ACM regarding withdrawal of assets and the provisions hereof.
8. The Client hereby confirms its understanding and agrees that in case the funds are placed in a deposit with a bank and the Client requests withdrawal of such funds (including in case of the termination of the Discretionary Management Agreement), the withdrawal will be subject to the terms and conditions of the relevant bank applicable to such deposit, which may include provisions regarding the accrual of interest in case of early withdrawal/termination, impossibility of such early withdrawal/termination or any other restrictions and ACM will not be liable for consequences of such early withdrawal/termination or impossibility thereof.
9. ACM will execute the relevant withdrawal or transfer requested by the Client only after receipt from the Client of the details of the account to which such withdrawal/transfer is to be made.
10. When withdrawing any assets the Client shall take into account that the balance remaining shall be sufficient to cover any present or future, actual or contingent or prospective obligations, including but not limited to taxes to be levied in accordance with the applicable legislation, fees, charges, costs and expenses of ACM to be reimbursed, any remuneration of third parties for the services provided under these Terms of Business or transactions executed as of the date of the withdrawal. Hereby the Client authorizes ACM at its sole discretion to reserve the sum required as determined by ACM and to reduce the amount to be returned to the Client by the amount required to cover all such obligations, fees, charges etc., for the avoidance of any doubts no Performance fees or Management services fees will be accrued with respect to such a remaining amount. In case for any reason the remaining balance is insufficient to cover all such obligations, fees, charges etc. the Client hereby confirms and agrees to provide necessary sum as instructed by ACM but in any way not later than 14 (fourteen) calendar days, if the Client fails to provide the required sum within this term ACM may sell any financial instruments at ACM's own discretion, exchange currencies as ACM deems appropriate or take any other actions, it considers necessary without a separate agreement with or notification of the Client. In case any balance remains after all applicable payments have been made, ACM will return such a balance to the Client, upon the Client's request providing details of the relevant account to which such a balance is to be returned or the details of the strategy that has been chosen by the Client under these Terms of

Business, such a request shall be provided by the Client after all applicable payments have been made as stated above.

11. For the avoidance of any doubts any withdrawals can be made only after all fees, commissions, charges and any other applicable payments have been made/paid.

**L. Standard Investment Strategies**

1. ACM may publish from time to time a list of investment strategies and their description available to the Client on its website (the “standard investment strategy(ies)”) in Appendix 5, which form an integral part hereof.
2. The Client is free to choose any number of standard investment strategies made available by ACM to the Client by choosing relevant standard investment strategy(ies) in the Discretionary management Agreement or by executing and providing to ACM a standard investment strategy application for standard investment strategy(ies) chosen by the Client from the list of standard investment strategies published on the ACM’s website in Appendix 5 hereto. Such standard investment strategy application shall be provided by the Client in writing using any means of communication available hereunder including Docusign or Online Account. The form of such standard investment strategy application will be provided by ACM to the Client upon request. ACM will notify the Client of acceptance of the standard investment strategy application provided by the Client or of rejection to accept it by any means of communication available hereunder.
3. The Client agrees and confirms its understanding that by choosing any standard investment strategy the Client takes into account and accepts the level of risk as stated in the description of a particular standard investment strategy provided in Appendix 5 hereto and confirms that it corresponds to its risk profile assigned to the Client by ACM on the basis of information provided by the Client in the Client Application Form.
4. Unless otherwise directly agreed by the Client and ACM, by choosing any standard investment strategy the Client authorizes and instructs ACM for the purposes of investing in a standard investment strategy chosen to use the funds transferred by the Client to ACM under these Terms of Business or in case of insufficiency of funds (including funds in the required currency) to sell any financial instruments at ACM’s own discretion, exchange currencies as ACM deems appropriate or take any other actions it considers necessary.
5. Unless otherwise directly agreed by the Client and ACM, only funds may be transferred by the Client for the purposes of Investing in a standard investment strategy.
6. In case the Client fails to transfer the required minimum amount of funds for a particular standard investment strategy chosen ACM reserves the right at Its own discretion to accept the funds actually transferred for such a standard investment strategy or to return the funds to the Client.
7. In case the Client sets up the individual investment strategy under Annex 1 to the Discretionary Management Agreement, any and all of the assets that have not been designated for a particular standard investment strategy(ies) will be deemed to be prescribed for the individual investment strategy as described under Annex 1 to the Discretionary Management Agreement.

8. For the avoidance of any doubt execution of any subsequent standard investment strategy application in order to choose a new standard strategy does not automatically terminate or supersede or affect in any manner any previously chosen standard investment strategies as well as preceding standard investment strategy application.
9. The particular standard investment strategy chosen by the Client is automatically terminated as of the date ACM executes a transfer/withdrawal as instructed by the Client of all the assets (including funds) referring to this particular standard investment strategy and no additional agreements, notices or confirmations will be provided for the purpose of such termination.
10. ACM may amend or supplement the list of standard investment strategies and their description available to the Client at its own discretion by publishing an updated Appendix 5 on the website of ACM. You undertake to review the website of ACM on a regular basis.
11. In case of any discrepancies between the provisions of these Terms of Business, Discretionary Management Agreement and the description of a particular standard investment strategy provided in Appendix 5 hereto, the provisions of such description will prevail with respect to the standard investment strategy that it refers to.
12. The fees applicable to standard investment strategies chosen by the Client will be those as stated in Appendix 4: Fees and charges to these Terms of Business for the particular standard investment strategy chosen.
13. The fees payable under a particular standard investment strategy chosen by the Client are not in any way connected with and are calculated independently of fees applicable to any other investment strategies chosen by the Client under these Terms of Business or the Discretionary Management Agreement.
14. In case there are insufficient funds for the payment of any fees applicable to a particular investment strategy chosen by the Client, ACM is authorized at its own discretion to withdraw the funds in the required amount that refer to any other investment strategy chosen by the Client under these Terms of Business or the Discretionary Management Agreement.
15. ACM reserves the right to provide separate reports with respect to standard investment strategy(ies) chosen by the Client.

**M. Non-US/Canada Status**

1. You confirm that you are not a US/Canada person (that is primarily, but not limited to, a person resident in the US/Canada) and are not acting for a US/Canada person at the time that we provide services to you under these Terms. Further, you are required to inform us as soon as your status changes. Based on our policy, we do not deal with US/Canada Persons.

## 2. RISKS

### A. Client's Risk Profile and Portfolio investment strategy

1. ACM determines the Client's risk profile on the basis of information provided by the Client in the Client Application Form and notifies the Client of the risk profile assigned by any means of communication available under these Terms of Business. By signing the Discretionary management agreement, the Client confirms its understanding and agrees with such risk profile assignment by ACM.
2. In case the Client chooses an individual investment strategy as indicated in the Discretionary Management Agreement in order to help ACM to better focus its management, the Client sets up the Portfolio Investment Strategy (Annex 1 to the Discretionary Management Agreement), where it mentions the special needs that it wishes ACM to follow in managing the Account(s).
3. Annex 1 of the Discretionary Management Agreement together with the Discretionary Management Agreement fix inter alia asset management terms and conditions, specifically the investment strategy, special instructions (if any) with respect to the investment strategy and the opting out (if applicable). The Client confirms that the investment strategy selected, the opting-out where applicable, the strategy currency account for Client's financial and personal preferences, and Client's attitude towards risk, and hereby commits himself to regularly revise the investment strategy information provided in the Client Application Form and the instructions given, and notify ACM in writing about any potential changes. The Client acknowledges and agrees that ACM shall take over no liability for the investment strategy and the opting-out selected by the Client. The Client shall update the information provided in the Client Application Form or confirm that no updates are required upon the ACM's request, in case ACM does not receive any response from the Client within 5 (five) business days as of the date of such a request, the accuracy and relevance of information provided in the Client Application Form will be deemed to be confirmed by the Client with no amendments or changes and the Client bears any and all risks connected therewith.
4. ACM commits himself to act in accordance with ACM's free discretion, for the Client's account, in compliance with the Client's specific instructions and at the Client's risk.
5. The Client shall inform ACM of any changes in the Client's financial situation or any other event that may have an impact on the Client's investment risk tolerance and profile immediately upon becoming aware of such change or event.

### B. Duty of investigation

1. The Client shall provide to ACM sufficient information (and authorizes ACM to document this in an appropriate manner including in Client Application Form), which allows ACM to manage the Assets under management in accordance with the Client's needs and profile (risk profile as assigned by ACM on the basis of Client Application Form and investment strategy chosen by the Client). ACM is entitled to rely on such information until ACM has received notice in writing from the Client in respect of changes to that information.

2. This includes, in particular, information concerning the Client's experience and knowledge relating to the management of assets, the Client's income and asset circumstances, investment purpose and horizon, readiness and capacity to assume risk (investment profile).
3. By agreeing to these Terms of Business, the Client confirms that any and all information provided by the Client in connection with these Terms of Business (including as regards the Client's individual experience and knowledge) is true, complete and accurate as of the date it agreed to these Terms of Business and during the term of the Discretionary Management Agreement and as of the date when services are provided under these Terms of Business, until the Client informs ACM of any changes in such information and the Client agrees to promptly update such information and inform ACM as stated herein, and the Client consents with and confirms all the parameters and information provided in the Client Application Form, Portfolio Investment Strategy.

**C. Risks associated with the investment strategy**

1. The Client has been explicitly pointed out by ACM to the fact that there is no investment without risk of loss and that performance is very often correlated with the risks induced by it. The Client is aware that a higher expected return requires a higher level of risk, and that such risk taking may lead to a partial or total loss of the capital invested.
2. The Client confirms that the Client has informed ACM about the Client's entire financial situation enabling therefore ACM to advise the Client and manage the Account(s) accordingly by taking into account the Client's financial capacity to support risks.
3. The Client certifies that the Client is experienced and well informed in financial matters and in the operations involving Client's assets. ACM nevertheless explicitly draws the Client's attention to the risks related to investing in securities and the Client confirms that it understands and accepts such risks. Relevant risk disclosure is provided in Appendix 3 hereto and by agreeing to these Terms of Business the Client confirms that the Client has read and understood this risk disclosure and accepts all these risks.

**3. AUTHORISATIONS INHERENT TO THE MANDATE**

**A. Corporate actions and voting rights**

1. ACM will (and will reasonably endeavour to procure that any relevant third party service provider acting as custodian and/or sub-custodian will) exercise any rights arising out of the Client's assets in the manner in which it appears to ACM or a relevant third party service provider acting as custodian and/or sub-custodian that the Client interests will be protected and in accordance with the risk profile assigned by ACM to the Client on the basis of Client Application Form and portfolio investment strategy (as chosen under the Discretionary Management Agreement) or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client as applicable, ACM or a relevant third party service provider reserves the right not to exercise any such rights arising out of the Client's assets, in which circumstances ACM or any such third party service provider will not bear any responsibility whatsoever.



2. In the event that a corporate action relates to an option to receive dividends in a currency that is different to that in which the asset was purchased, the Client agrees that ACM shall be entitled to instruct any third party service provider to receive such dividends in the currency of the underlying asset or any other currency at ACM's sole discretion at the rate chosen by ACM acting reasonably and in good faith and any expenses connected with such an exchange will be borne by the Client.
3. In the event that a corporate action relates to an option to receive cash or to reinvest dividends, the Client agrees that ACM shall reserve the right to instruct the third party service provider acting as custodian and/or sub-custodian to act in accordance with the risk profile assigned by ACM to the Client on the basis of Client Application Form and portfolio investment strategy (as chosen under the Discretionary Management Agreement) or the description of a standard investment strategy provided in Appendix 5 hereto chosen by the Client as applicable.
4. The Client agrees that ACM shall have the right to exercise the default option received from the third party service provider acting as custodian and/or sub-custodian without obtaining any prior consent or approval from the Client.

**B. Delegation of tasks to third parties**

1. When not restricted by applicable law ACM is authorised to delegate to one or several third parties, persons or entities in the ADGM, the United Arab Emirates or abroad, including to any of its affiliates provision of certain services directly inherent to ACM within the mandate described in these Terms of Business (third party service providers).
2. The costs of such delegation will be borne by ACM. ACM will take all necessary measures in order for such auxiliaries to be governed with the same quality and confidentiality obligations as ACM itself within the meaning of Article 7.
3. ACM is entitled, in its own name, to appoint (and to authorise each relevant third party service provider acting as custodian and/or sub-custodian to appoint) one or more delegates to hold Client's Assets, without any further consent from the Client. Each such delegate is also entitled to sub-delegate further the holding of the Client's Assets to another third party service provider acting as a sub-custodian where, in ACM's or the relevant third party service provider's opinion, this is necessary or desirable.

**4. REPORTING**

**A. Duty of reporting**

1. Annually and upon the request of the Client, ACM will provide written reports (including statements of Accounts, assets status report). Letters of notices about separate transactions shall only be prepared upon a special request.
2. Should ACM utilise in its reporting a benchmark for comparison purposes, this would solely be done with the aim of informing the Client. The descriptions and comparisons with a benchmark

shall in no event contain the assertions on the likelihood of achieving such a reference benchmark, and in no event shall imply legal obligations, promises or warranties. ACM reserves the right to alter such a benchmark to the extent this is consistent with the Client's investment strategy and complies with the established practice of using the funds.

3. ACM reserves the right to delegate the performance of obligations related to preparation of reports to third parties which provide the relevant services.
4. The written report will be transferred to the Client in accordance with Article 5 and using the email address and/or other details as indicated in Appendix 1 hereto and Discretionary Management Agreement. Unless requested by applicable laws, we are not obliged to transfer to you any documents which shall be or may be provided to you in accordance with these Terms per post and we reserve the right to use this method of communication at our own discretion on a case by case basis. We reserve the right to choose any method of transmission for the above documents as provided under these Terms and Discretionary Management Agreement.

#### **B. Client's tacit approval**

1. It is incumbent upon the Client to take cognisance in due time of the documents intended for the Client and produced by the Bank and/or ACM. The Client is bound to promptly submit in writing to ACM any complaint or objection concerning the operations that involved the Assets under management and the execution or non-execution of instructions of any kind, any documents provided hereunder in case there are any complaints or objections from the Client.
2. ACM's acts stated in the documents and any other information provided therein addressed by ACM to the Client are considered as irrefragably approved by the Client if their challenging in writing was not received by ACM within a time limit of 30 days following the date on which the first document informing thereon has reached the Client.
3. If the Client has failed to raise an objection due to lack of understanding (e.g. interpretation of the investment policy and losses from fluctuations of foreign exchange rates, interest rates, and so on), the entire burden of liability shall be borne by the Client.
4. If the Client did not receive the communication addressed to the Client, the time limit mentioned hereinbefore runs as from the date when this communication ought to have normally reached the Client.

### **5. COMMUNICATION BETWEEN ACM AND THE CLIENT**

#### **A. Statutory and contractual communication**

1. Any written statutory and contractual communication resulting from the Client agreeing to be bound by these Terms of Business will be considered as validly carried out, by the Client to ACM to ACM's corporate address, and by ACM to the Client in accordance with the Client's information provided in Discretionary Management Agreement or Client Application Form (as updated from time to time) and/or by publishing relevant information or documents on the ACM's website or by providing relevant documents through the Online Account of the Client.

The Client undertakes to review the website of ACM on a regular basis. You will communicate with us in English and all standard documents will be available in English. If any documentation or communication is required by you in any other language, you are solely responsible for translating these Terms and any other communications into a language other than English. If a document is translated into any other language, this will be for informative purposes only and the English version shall prevail.

2. Each party may by written notice to another party change its address, telephone number or e-mail details specified in clause 8.1 of the Discretionary Management Agreement or Client Application Form, the details of clause 8.1 or Client Application Form will be deemed amended respectively as of the date the relevant notice is received by such party. The Client will promptly inform ACM by written notice of any change of information provided under these Terms of Business or Discretionary Management Agreement or Client Application Form, including relating to the Client's identity, Client's nationality, Client's registered office or Client's address, Client's economic situation, as well as of the changes related to the beneficiary owner of the Assets under management.

**B. Mode of transmission of the instructions by the Client**

1. The Client may communicate its instructions to ACM in writing only through DocuSign system, Online account, by post, electronic mail, to the addresses indicated by ACM. ACM reserves the right to request an oral confirmation by phone of the Client's instructions at any time. The Client will promptly confirm instructions at ACM's request. It is understood that ACM is not obliged to await such confirmation before executing the instructions ACM receives. ACM is under no obligation to request written or oral confirmation and ACM shall not be liable in respect of the absence of confirmation or a discrepancy between an instruction and the written or oral confirmation. The Client hereby acknowledges and accepts that all verbal communications could be recorded and/or log by ACM as stated in Appendix 1 hereto.

ACM will treat as genuine and process any communications that ACM believes in good faith to have been issued by the Client (or the Client's authorised representatives) and ACM will not be obliged to confirm or verify the authenticity of the communication. Where ACM receives instructions or purported instructions by letter, electronic communication or any other method specified herein and acceptable to ACM, ACM may act without further enquiry as to the identity or authority of the person giving any such instructions or the authenticity of the communication and may treat this as fully authorised by and binding on the Client. This will be the case regardless of the amount of the transaction or any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation to the communication, and ACM will also not be required to obtain further confirmation from the Client in any form.

2. Where instructions are given, forms are submitted or execution pages of documents are provided to ACM through DocuSign system, by scanned image, email, a photocopy or any other form (other than the original), ACM may refuse to act on this until it has received the original. Where ACM agrees to act in reliance on the copy, the Client will provide ACM with the original within the time requested by ACM for the Client to do so. If the Client fails to do this, ACM will be entitled to

reverse any action taken in reliance on the copy, at the Client's cost. ACM reserves the right but is not obliged to request an oral confirmation by phone of the Client's instructions at any time.

3. The Client takes the full risk linked to the execution of its instructions. It also takes the risk linked to error or frauds in the transmission of these instructions.
4. Moreover, the Client releases ACM from any liability for any loss, misunderstanding, deterioration, duplication, error, delay or non-execution of an instruction of the Client that occurred because of a defective transmission or an unavailability of the transmission mean used by the Client or ACM or the requirement of an instruction to be in writing. In this case, the Client's attention is drawn to the fact that the use of telephone, DocuSign system, electronic mail, Online Account involves considerable risks, such as lack of confidentiality, falsification of the content and/or identity of the sender, as well as transmission errors, any damage resulting therefrom is the responsibility of the Client.
5. The Client acknowledges that use of e-mail, DocuSign system, Online Account necessarily involves certain risks. By using e-mail, Online Account or DocuSign system to communicate the Client is agreeing to assume any and all risks connected therewith. E-mail, Online Account or DocuSign system may not be secure, and communications through e-mail, Online Account or through DocuSign system may not be confidential. ACM assumes no responsibility to update or verify any information communicated through e-mail, Online Account or through DocuSign system. ACM will not be liable for any damages incurred in connection with the loss, theft, corruption, alteration or disclosure of any emails, or any other electronic messages or communications (including by the submission of forms made available electronically) between the Client and ACM. The damage resulting from a failure of legitimation or undetected forgery is the responsibility of the Client, except to the extent that such damage arises from the ACM's gross negligence or wilful misconduct under these Terms of Business.
6. The Parties agree that the communication modes specified in the Discretionary Management Agreement and these Terms of Business are deemed valid.
7. All communications will only be deemed to be validly given or served by the Client when received by ACM. Communications are considered to have been received, on receipt, when they are received during business hours of ACM, or at the start of the next business day, when they are received outside business hours.
8. The Client hereby acknowledges and accepts that any future written correspondence, (i.e. emails, documents executed through DocuSign, scanned copy of the original documents forwarded by electronic mail, Online Account) shall be sufficient evidence to determine the expressed will of the Client in the event of controversy between the Client and ACM including the resolution of disputes in competent court, in accordance with applicable law.
9. References in these Terms of Business and/or in Discretionary Management Agreement to a communication, instruction, notice, or other document 'in writing', unless stated otherwise, include communications made through any electronic system which is capable of reproducing such communication in hard copy form, including e-mail, DocuSign and Online Account. Expressions related to writing must be interpreted accordingly.

10. Any notice or other communication in respect of these Terms of Business and/or in Discretionary Management Agreement will be deemed effective as indicated:

- i. if in writing and delivered in person or by courier, on the date it is delivered;
- ii. if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;
- iii. if sent by electronic messaging system, including email, DocuSign and Online Account on the date it is sent provided the sender does not receive an automated message that the email has not been delivered; or
- iv. if published on a web-site as of the date of such publication,

unless the date of that delivery (or attempted delivery) or that receipt or publication on the web-site, as applicable, is not a local business day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a local business day, in which case that communication will be deemed given and effective on the first following day that is a local business day.

## 6. DUE DILIGENCE AND ANTI-MONEY LAUNDERING REQUIREMENTS

1. The Client shall, within the time period indicated by ACM, provide to ACM all documents requested by ACM for carrying out due diligence and comply with its anti-money laundering duties or any other checks that ACM may deem necessary.
2. ACM reserves the right to request at any time additional documents as ACM deems in its sole discretion necessary including request of the respective documents on the annual basis in order to comply with anti-money laundering duties, provision of documents to the Bank or any other duties that may arise due to Client –ACM relationship and the Client agrees to provide such documents within the time frame indicated by ACM. ACM will not be liable for any delays or losses (including lost profits or losses of opportunity) that may occur as a result of these requirements.
3. The Client confirms and warrants that all documents provided to ACM in connection with these Terms of Business and the Discretionary Management Agreement are true, valid, complete and not misleading. The Client agrees to provide requested documents without delay according to deadlines specified by ACM. The Client further undertakes to notify ACM promptly in the event that any information or/and document provided in connection with these Terms of Business and the Discretionary Management Agreement changes, expires or becomes inaccurate, or invalid.
4. The Client agrees that (notwithstanding any other provision in these Terms of Business and the Discretionary Management Agreement) if the Client does not provide ACM with information and documents that ACM requests, or the Client provides inaccurate, incomplete or misleading information and documents, ACM may terminate its relationship with the Client or refuse to provide the Client with any further services.

5. ACM's dealings with the Client will be covered by various legal requirements relating to Money Laundering, Sanctions and/or Terrorist Financing, etc. (collectively known as AML/KYC, Sanctions and CTF) these are referred to as "**Anti Money Laundering Requirements**" in these Terms.
6. In order to enable ACM to discharge its obligations under the Anti Money Laundering Requirements, the Client is required to provide ACM, at ACM's request, with such information about the Client and/or Client's associates, beneficial owners, related parties and details of all the entities with which the Client may have either direct or indirect relationship, and other details as ACM may reasonably require. In the event of failure to provide any of the requirements, as part of ACM's compliance requirements with various statutory bodies or regulatory authorities ACM will comply with the requirements laid down by the ADGM AML Rulebook and/or guidance/recommendations.

## 7. CLIENT WARRANTIES AND REPRESENTATIONS

1. The Client warrants and represents (which shall be deemed to be repeated each time the Client provides instructions or information to ACM), that:
  - (i) the Client has full power and authority, as well as all necessary licenses, authorisations, consents and approvals to enter into these Terms of Business and to request ACM to provide the Client with ACM's services;
  - (ii) the Client will not violate any laws or regulations or any agreement or rule by which the Client is bound, by entering into these Terms of Business;
  - (iii) the Client is not under any legal disability with respect to, and is not subject to any law or regulation which prevents the Client's performance of these Terms of Business;
  - (iv) the Client has obtained all necessary consents and has the authority to enter into these Terms of Business (and if applicable, the company is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
  - (v) investments or other property supplied by the Client shall at all times be free from any charge, lien, pledge or encumbrance;
  - (vi) the Client is in compliance with all laws to which the Client is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
  - (vii) the information provided by the Client to ACM is true, complete, accurate and not misleading in any material respect and the Client commits to notify ACM as soon as possible upon occurrence of any changes that affect the information that has been provided to ACM.
  - (viii) the Client will inform ACM immediately (or as soon as reasonably expected) of any material change to the Client's legal status, the Client's identification/incorporation status and of any material change affecting the operation of the Client's account/relationship with ACM and provide ACM with all relevant supporting documentation.

- (ix) the Client has obtained and will renew and maintain a Legal Entity Identifier (LEI) code for each entity using the services. The Client will immediately inform ACM in writing of any changes to such LEIs and of any new LEI codes issued to the Client,
  - (x) the Client warrants that, if applicable, as a legal entity the Client is duly incorporated and validly existing and in addition in all circumstances that the Client has full power to enter into the Asset Management Agreement with ACM and that any information which the Client has provided to ACM is complete and correct, and the Client will promptly provide ACM with any other relevant information which ACM may reasonably request from time to time and the Client will notify ACM promptly if there is any material change in any information the Client has provided and agrees to provide any further information properly required by any competent authority,
  - (xi) ACM may refuse to carry out an instruction or provide services hereunder if the Client does not provide the information requested.
2. The Client warrants that the Client will:
- a) obtain and maintain in effect in relation to these Terms all necessary consents by any government or regulatory body (the "**Consents**");
  - b) comply with the terms of all such Consents and all applicable laws, regulations and directives of such bodies and authorities; and
  - c) forthwith on demand deliver to ACM copies of all such Consents or such other evidence of any such Consents and such evidence or compliance with such and with any laws, regulations and directives as ACM may reasonably require.

## 8. CONFIDENTIALITY

1. Unless ACM is compelled to do so by the enforceable decision of a public authority or competent court or when required under applicable laws and regulations, or ACM has obtained Client's prior written consent, ACM will not disclose in any manner to any third parties, which would not be bound by confidentiality obligations, except to its affiliates, auditors, tax, legal and other advisors, the information of confidential nature concerning the Client or the Assets under management which ACM would become aware of under these Terms of Business and the Discretionary Management Agreement.
2. The Client agrees to keep confidential, and not to disclose to any person or otherwise make use of, any information concerning these Terms of Business and the Discretionary Management Agreement, including any agreed fee arrangements, commissions paid, advice and investment strategies, unless the disclosure is required by applicable law or the Client has obtained ACM's prior written consent.

## 9. DATA PROTECTION AND CLIENT CONFIDENTIALITY

1. By agreeing to be bound by these Terms of Business, the Client expressly consents that ACM may collect, process, transfer and disclose (as such terms and concepts are defined by the ADGM's Data Protection Regulations of 2015 as from time to time amended, extended, replaced or re-enacted) without the need for consent or approval from the Client or notification to the Client, the Client's information (including personal information and/or sensitive personal information), where applicable information in relation to the Client's beneficial owners, information regarding the Client's investments and/or the Client's use of any of the ACM's services to third parties, including but not limited to:
  - affiliated companies within ACM's group (including their employees, directors and shareholders) who are under a duty of confidentiality to ACM;
  - any court or tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority where ACM is or may be required by applicable law, any applicable FATCA/CRS obligations (or any similar obligations) insofar as they may apply to ACM, any applicable agreement with tax authorities, or its own policies;
  - any party for the purpose of enforcing or preserving the ACM's rights against the Client, such as where there are any proceedings brought by ACM against the Client or vice versa, or by any third party against the Client or ACM in respect of any services offered by ACM to the Client;
  - any party pursuant to ACM's internal operational requirements (including risk management, system or product development and planning, audit and administrative purposes);,
  - other third parties if the disclosure is necessary for performance of these Terms of Business and the Discretionary Management Agreement without any compensation due to the Client.
2. Nonetheless, this provision does not authorise disclosure of such Personal Data to any government authority of any level in the United Arab Emirates or the ADGM or abroad unless ACM is compelled to do so by the enforceable decision of a public authority or competent court or when required under applicable laws and regulations.
3. Any transfer of the Client's information pursuant to this clause 9 may, from time to time, involve transferring the Client's information outside of the ADGM to a jurisdiction that does not provide the same level of data protection as the ADGM and the Client consents to any such transfer.
4. Client confidentiality
  - 4.1. ACM undertakes to keep all information ACM receives in connection with these Terms private and confidential, even when the Client is no longer a client. Such information will not be disclosed to any person without the Client's prior consent, which need not be in written form and shall not be unreasonably withheld, except to the extent that:
    - (i) ACM is required to disclose the information by and to FSRA, ACM's internal auditor, any regulated market of which ACM or any of ACM's affiliates are engaged in for and



on the Client's behalf or are members of, any regulatory authority or court having jurisdiction over ACM and any other authority, local or foreign, including but not limited as part of the implementation of FATCA and the CRS;

- (ii) when the disclosure is done in compliance with applicable legislation or regulation or in compliance with a court order;
- (iii) when the disclosure is done as part of legal proceedings;
- (iv) when the disclosure is done in the public interest or is necessary for the purposes of legitimate interest pursued by ACM;
- (v) when an act of insolvency commences against the Client;
- (vi) when the disclosure is done to execution brokers, sub custodians, banks or other third parties, including ACM's affiliates where ACM uses them in the provision of services to the Client;
- (vii) when the disclosure is made in connection with any corporate action.

4.2. Under certain applicable rules, ACM may be obliged to make information about certain transactions public or report transactions to authorized authorities. The Client agrees and acknowledges that any and all proprietary rights in such transaction information are owned by ACM and the Client waives any duty of confidentiality attaching to the information which ACM discloses.

4.3. Where in the provision of services to the Client, ACM uses execution brokers, sub custodians or other third parties, including ACM's affiliates, ACM will take all necessary measures to ensure that this confidentiality clause is binding upon them as well. ACM's responsibility extends to confirming in writing that such third parties have in place appropriate measures to safeguard the confidential nature of the Client's information and that such information is used solely for the purposes of the service being provided through such third parties with respect to these Terms.

## 10. REMUNERATION OF ACM

For the services rendered under these Terms of Business and the Discretionary Management Agreement, ACM is entitled to the fees as follows hereunder ("Remuneration"). By agreeing to be bound by these Terms of Business, the Client expressly, unconditionally and irrevocably waives any right to claim from ACM any compensation incurring from a negative performance of the Assets under management.

Unless otherwise specified, the procedure of calculating ACM's fee for the services rendered hereunder shall be as follows:

### A. Management services fee

1. The Client agrees to pay to ACM a management services fee (hereinafter “Management services fee”) amounting to the percentage specified in Appendix 4: Fees and charges hereto unless agreed otherwise by the Parties in the Discretionary Management Agreement or in a supplementary agreement thereto.

Whereby the Management services fee will be calculated as follows:

$$MF = (\sum Sip / n * Rmfp / 365 * n) + (\sum Sif / n * Rmff / 365 * n)$$

$\sum Sip$  – Sum of Net Assets Value of the Client’s portfolio under the Agreement (in all strategies) for each day of the calendar reporting quarter or for the number of days of the first calendar reporting quarter when the Agreement was concluded, less the Sum of Net Assets Value of the funds listed in the section Special assets for the purposes of the Management services fee calculations as indicated in Appendix 4: Fees and charges hereto

$Rmfp$  – Management services fee rate (MF), applicable to the whole Client’s portfolio under the Agreement (in all strategies), for each day of the calendar reporting quarter or for the number of days of the first calendar reporting quarter when the Agreement was concluded, less the Sum of Net Assets Value of the funds listed in the section Special assets for the purposes of the Management services fee calculations as indicated in Appendix 4: Fees and charges hereto

$\sum Sif$  – Sum of Net Assets Value of the funds under the Agreement (in all strategies) listed in the section Special assets for the purposes of the Management services fee calculations as indicated in Appendix 4: Fees and charges hereto for each day of the calendar reporting quarter or for the number of days of the first calendar reporting quarter when the Agreement was concluded

$Rmff$  – Management services fee rate (MF), applicable to the funds under the Agreement (in all strategies) listed in the section Special assets for the purposes of the Management services fee calculations as indicated in Appendix 4: Fees and charges hereto for each day of the calendar reporting quarter or for the number of days of the first calendar reporting quarter when the Agreement was concluded

$n$  – number of days in a reporting quarter when the Net Assets Value of the Client’s portfolio under the Agreement in the strategy was different from zero

2. Calculation of the Management services fee shall be executed as of the following reporting dates:  
(i) on the last calendar day of the quarter during the term of the Discretionary Management Agreement, (ii) on the date of occurrence of the circumstances that are grounds for termination of the Discretionary Management Agreement, (iii) on the date of withdrawal of all the assets from a particular strategy for any reasons, (iv) at the discretion of ACM - on the date assets are transferred from one strategy to another strategy within ACM or assets are transferred to the account opened by ACM to the Client under the Investment Services Agreement incorporating the ACM Investment Services Terms of Business entered into between ACM and the Client and in force as of the date of such a transfer.

3. If the term of the Discretionary Management Agreement starts in the course of a quarter, the fees are calculated pro rata temporis on the value of Assets under management on the Account(s) at the quarter's end.

**B. Performance fee**

1. The Client agrees to pay to ACM a performance fee (hereinafter "Performance fee") amounting to the percentage specified in Appendix 4 : Fees and charges hereto unless agreed otherwise by the Parties in the Discretionary Management Agreement or in a supplementary agreement thereto.

Whereby the Performance fee will be calculated as follows:

$$PF = (Stp - S0p - MF + \sum Pfp - \sum Si) * Rpfp - \sum Pfp$$

Stp – Net Assets Value of the Client's portfolio under the Agreement (in all strategies) on the last day of the calendar reporting year, less the Net Assets Value of the funds listed in the section Special assets for the purposes of the Performance fee calculations as indicated in Appendix 4: Fees and charges hereto on the last day of the calendar reporting year

S0p – Net Assets Value of the Client's portfolio under the Agreement (in all strategies) on the first day of the Agreement, less the Net Assets Value of the funds listed in the section Special assets for the purposes of the Performance fee calculations as indicated in Appendix 4: Fees and charges hereto on the first day of the Agreement

MF – accrued Management services fee (MF) on the Client's portfolio under the Agreement (in all strategies) on the last day of the calendar reporting year in accordance with the formula above

$\sum Pfp$  – the sum of the Performance fee (PF) that has been accrued from the date of the Agreement till the last day of the calendar reporting year, based on Net Assets Value of the Client's portfolio under the Agreement (in all strategies), less the Net Assets Value of the funds listed in the section Special assets for the purposes of the Performance fee calculations as indicated in Appendix 4: Fees and charges hereto

$\sum Si$  – sum of all additions and withdrawals initiated by the Client made under the Agreement (in all strategies) from the date of the Agreement till the last day of the calendar reporting year, less the additions and withdrawals of the funds listed in the section Special assets for the purposes of the Performance fee calculations as indicated in Appendix 4: Fees and charges hereto

Rpfp - Performance fee rate (PF), applicable to the income of the whole Client's portfolio under the Agreement (in all strategies), less the funds listed in the section Special assets for the purposes of the Performance fee calculations as indicated in Appendix 4: Fees and charges hereto

2. Calculation of Performance fee is carried out as of the reporting dates: on the last calendar day of each year during the term of the Discretionary Management Agreement, as well as on the date of occurrence of the circumstances that are grounds for termination of the Discretionary

Management Agreement and on the date of withdrawal of all the assets from a particular strategy for any reasons.

3. If the result of the calculation is less than or equal to zero, the Performance fee is assumed to be zero.

#### **C. General provisions on fees**

1. Management services fee and Performance fee to be withheld (i) in the next quarter after the Settlement Period as determined below, (ii) upon termination of the Discretionary Management Agreement - no later than the date of withdrawal of all assets, (lii) in case of withdrawal of all the assets from a particular strategy for any reasons - no later than the date of withdrawal of all assets, (iv) in case assets are transferred from one strategy to another strategy within ACM or assets are transferred to the account opened by ACM to the Client under the Investment Services Agreement incorporating the ACM Investment Services Terms of Business entered into between ACM and the Client and in force as of the date of such a transfer - no later than the date of transfer of assets without acceptance from the Client's funds in management. The absence of Client's objection within 10 business days from the date when respective Remuneration was withheld indicates approval by the Client of the calculation of Remuneration presented, as well as approval of the amount of Remuneration withheld by ACM.
2. If the Client has reasonable objections to the presented calculation of Remuneration that led to correction of presented calculation of Remuneration, (i) if the amount of Remuneration after adjustment to be paid to ACM is less than the amount of Remuneration withheld by ACM, ACM will either deduct difference from the Remuneration due in the next reporting period, or return it to the Account in the Bank in the current period, or pay it to the Client in case of termination of the Discretionary Management Agreement and there are no amounts to be paid by the Client to ACM upon such termination or (ii) if the amount of Remuneration after adjustment to be paid to ACM is more than the amount of Remuneration withheld by ACM, ACM shall take into account the difference when calculating the Remuneration due in the next reporting period, and will increase the Remuneration by the amount of difference or will withdraw the difference in the current period.
3. The Settlement period, for the purpose of calculation of Remuneration, shall mean time interval between two consecutive calculation dates. The beginning of the first Settlement Period is the date of first accrual of assets to the Account under the management of ACM following the Commencement date of the Discretionary Management Agreement.
4. The Client hereby agrees with the above level of Management services fee and Performance fee, conditioned solely by the complicated investment strategy (use of credit leverage in operations with financial vehicles and risk management require the portfolio to be continuously monitored).
5. Hereby, the Client grants ACM the right to deduct from assets on the Account(s) the necessary amounts of Remuneration as it arises due including the Remuneration of or any other applicable fees and payments to third parties as the case may be or in case of insufficiency of funds (including funds in the required currency) to sell any financial instruments at ACM's own discretion, exchange currencies as ACM deems appropriate or take any other actions, it considers necessary without a separate agreement with the Client.

6. ACM may retain the fee directly from the Account(s). ACM has the right at the prior Client's approval, instead of writing off payment of ACM's remuneration, without prior acceptance, to issue invoice to the Client for due Remuneration for corresponding Settlement Period. The Client shall pay ACM's Remuneration in accordance with the invoice within 5 business days from the date of receipt of the corresponding invoice.
7. The Client acknowledges and recognizes that irrespective of the fee due to ACM pursuant to Article 9, the costs and payments to the Bank and any other financial institutions, namely the commissions, securities storage charges, and any other, shall be deducted from the Client's funds on the Accounts.
8. Besides, the Client acknowledges and agrees to incur the tax costs which may arise in connection with the transactions hereunder.
9. The Client hereby agrees and confirms that notwithstanding any provisions of these Terms of Business and/or the Discretionary Management Agreement ACM reserves the right to fix minimum fees to be paid by the Client as will be specified in Appendix 4: Fees and charges hereto or in any additional agreement.
10. The Client hereby agrees and confirms its understanding that ACM reserves the right to provide special conditions for the calculation of fees with respect to different types of assets or otherwise at ACM's discretion as stated in the Appendix 4: Fees and charges hereto and/or in the Discretionary Management Agreement and/or in a supplementary agreement thereto.
11. We may, at our sole discretion and without providing any specific reason therefor, on a case by case basis reduce the amount of or waive any fees and charges imposed on and payable by you as provided under the Discretionary Management Agreement and the Appendix 4 to these Terms.

## **11. REMUNERATION OF THE BANK**

1. The Client is deemed to be informed about the costs and bank commissions for the transactions carried in connection with the Assets under management under the relevant reports provided to the Client hereunder.
2. The Client will pay the applicable fees and expenses related to the Account(s) including, but not limited to, any costs of safekeeping, brokerage and other execution costs, custody fees and margin costs, if any. All such fees and expenses may be paid by means of withdrawal of the relevant amounts from the Accounts by ACM.

## **12. TAXATION, LEGAL AND ACCOUNTING ISSUES**

1. In relation to the services to be provided hereunder ACM will not be responsible for ensuring that the Client does not suffer any adverse tax consequences as a result of ACM providing any services to the Client. ACM is not responsible for, nor will provide the Client with tax, legal or accounting advice and the Client should consult the Client's own tax, legal or accounting advisers in relation to the Client's affairs as may be applicable.

2. The Client Is responsible for payment of all taxes (local or foreign) that may arise in respect of any services or other matter that is the subject of these Terms of Business, whether under current or changed law or practice. ACM shall not be responsible for notifying the Client of any change in tax law or practice.

### 13. FATCA/CRS

Regulations based on the OECD Common Reporting Standard (“**CRS**”) require ACM to collect and report certain information about an account holder’s tax residency. If the account holder’s tax residence is located outside the United Arab Emirates, ACM may be legally obliged to pass on the information in this form and other financial information with respect to the Client’s financial accounts to the United Arab Emirates Ministry of Finance and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information. If the account holder is a U.S. tax resident under U.S. law, the Client should indicate that the account holder is a U.S. tax resident, and the Client may also need to fill in an IRS W-9 form. For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal.

### 14. LIABILITY

1. In the exercise of its mandate, ACM will act to the best of its abilities, i.e. with the same diligence that it uses for its own affairs. ACM shall assume no liability whatsoever, for missed opportunities, losses or any other damage incurred by the Client, unless there has been gross negligence on ACM’s part.
2. ACM cannot guarantee the future performance of the Account(s), promise any specific level of performance or promise that the ACM’s investment decisions, strategies or overall advice on and management of the Account(s) will be successful. The investment decisions, which ACM will implement are subject to various markets, currency, economic, political and business risks, and will not necessarily be profitable.
3. The Client accepts in advance all acts which ACM will carry out within the scope of its mandate and relieves him from any liability for the results obtained, except in the case of gross negligence or wilful misconduct or a serious breach by ACM of its duties under these Terms of Business and/or the Discretionary Management Agreement.
4. ACM will not bear any liability to the Client or any other third party for loss of revenue, loss of profits. Loss of opportunity (including but not limited to any loss of opportunity whereby the value of any investments might have been increased), loss of business or any other indirect losses, special, general or consequential damages arising out of or in connection with, during and/or as a result of the performance or non-performance of its obligations under these Terms of Business and the Discretionary Management Agreement regardless of the cause thereof.

5. The Client is solely responsible for the risks related to the Client's or ACM's use of postal services, services of a courier company as well as all means of communication such as telephone, email, Online Account or Docusign.
6. ACM does not take over any liability for the fiscal consequences of the Account(s)'s management.
7. ACM shall not be liable or responsible for any act or omission on the part of any third party service provider acting as custodian and/or sub-custodian or their personnel or agents, nor for any loss the Client may suffer as a result of their insolvency. However, ACM will reasonably endeavour to request that such a third party segregates such investments from its proprietary investments and records in its books and records that such investments do not belong beneficially to it.
8. ACM will take all reasonable steps to ensure that it complies with all applicable law to the extent that such requirement is necessary for the performance of ACM's responsibilities. For the avoidance of doubt, the Client will indemnify ACM in respect of all costs properly incurred in relation to any such measures taken by ACM.
9. Neither ACM nor any of its affiliates shall be liable or responsible for any partial performance or non-performance of its obligations hereunder and the Discretionary Management Agreement, any loss or damage resulting from any causes beyond their reasonable control including without limitation acts of God, war, government action, civil commotion, fire, earthquake, terrorist attacks, any breakdown, delay, malfunction or failure of transmission, communication or computer facilities or industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure by the Bank, a broker, agent, dealer, counterparty, trading venue, clearing house, custodian, sub-custodian, depository or regulatory or self-regulatory organization, for any reason, to perform its obligations.
10. Nothing in these Terms of Business will exclude or restrict any duty or liability ACM may have to the Client under applicable law, which may not be excluded or restricted.
11. Neither ACM nor ACM's affiliates will be responsible for, and the Client will indemnify and hold ACM harmless from, any liability
  - 1) arising out of ACM's compliance with any applicable laws, any tax obligations, agreements with tax authorities, or ACM's own policies;
  - 2) arising out of any failure or shortfall by ACM to comply with its obligations caused by the Client's breach or noncompliance with these Terms and/or applicable laws.

## 15. INDEMNITY

1. Neither ACM nor its affiliates will be responsible for, and the Client will indemnify and hold harmless ACM from, any liability:
  - arising out of its compliance with any applicable laws, any tax obligations, agreements with tax authorities, or its own policies;

- arising out of any failure or shortfall by ACM to comply with its obligations caused by the Client's breach or noncompliance with these Terms of Business and/or applicable laws.
2. The Client agrees to indemnify and hold harmless ACM and its affiliates, the respective directors, officers, agents and employees of ACM and its affiliates (collectively with ACM the "Indemnified Persons") from and against any and all losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of the services performed by an Indemnified Person in connection with these Terms of Business and the Discretionary Management Agreement. The provisions of this indemnity clause shall remain operative and in full force and effect regardless of any termination or completion or expiration of these Terms of Business and the Discretionary Management Agreement.
  3. Nothing contained in these Terms shall exclude or restrict any duty or liability which we may have under the regulatory system applicable to the ADGM.

## 16. POTENTIAL CONFLICTS OF INTEREST

1. In addition to any potential conflicts of interest that may be disclosed elsewhere in these Terms of Business, the Client acknowledges and agrees that ACM or any other ACM's affiliates (or any of ACM's or ACM's affiliates' directors or employees) may, from time to time, as principal or agent, be involved in a wide range of investment activities globally (including primary market activities, corporate advisory, financing, investment advisory, asset management, research, securities issuance, trading (customer and proprietary) and brokerage), have long or short positions in, or may trade or make a market in any securities, currencies, financial instruments or other assets underlying actual or potential transactions or investments held by or being considered by the Client and/or provide advisory or any other services or have officers, who serve as directors either to/for the issuer, for the relevant financial instrument itself or any company commercially or financially affiliated to such issuers. ACM's banking, trading and/or hedging activities may have an impact on the price of investment instruments that may also be held by or being considered by the Client and may give rise to conflicting interests or duties. ACM may provide services to any member of the same group as the Client or any other entity or person ("Third Party"), engage in any transaction (on its own account or otherwise) with respect to the Client or a Third Party, or act in relation to any matter for itself or any Third Party, notwithstanding that such services, transactions or actions may be adverse to the Client or any member of its group, and ACM may retain for its own benefit any related remuneration or profit. Depending on the business profile of the undertaking underlying a potential transaction or investment opportunity, such undertaking may act as vendor to ACM/ACM's affiliates, providing them with certain services.

## 17. RECORDING

1. The Client hereby acknowledges and agrees that any telephone calls made between the Client and ACM, their agents or representatives, or the Client or Client's agents or representatives or any third parties may be recorded by ACM. ACM's records of all communications, commitments,



notices or requests given by the Client or Client's agents or Client's representatives or any third parties by telephone shall be conclusive proof thereof and such records shall be ACM's sole property. ACM may rely and act on commitments, notices or requests without any receipt of written confirmation.

2. For the purpose of provision of services described hereunder, please note that we are obliged to record all related communications irrespective of their form or the fact that it leads or not to the provision of services. By accepting these Terms of Business, you provide your consent to the recording of your communications with us, either these are in a written form or through phone. Communications on non-recorded mediums, such as employees' personal phones or emails, will not be accepted and we will refuse to provide any services subject to these means of communication.
3. ACM Is obliged to maintain sufficient records in relation to the services provided to the Client for a minimum of six years, in accordance with COBS Rule 3.7.1.

## 18. AMENDMENT AND TERMINATION

### A. Amendment

1. ACM may amend or supplement the terms and conditions of these Terms of Business at its own discretion by publishing an updated version of these Terms of Business on the website of ACM. You undertake to review the website of ACM on a regular basis.
2. Unless otherwise prohibited by applicable laws or regulations, any amendment(s) to these Terms of Business will take effect on the following Business Days after publication.
3. Any amendment(s) to these Terms of Business will be deemed accepted by you if you continue to use our services.
4. If you do not agree to any changes of these Terms of Business, you have the right to terminate the Discretionary Management Agreement in accordance with the provisions thereof.
5. The Client realises that the sales proceeds may arrive with a delay, and the difference between the book and market values of definite investments or products may change in case investing of deposits and products occurred at the time of termination of the Discretionary Management Agreement. Any potential additional costs related to early sales of such investments and products shall be borne by the Client.

### B. Termination

1. On termination of the Discretionary Management Agreement:
  - ACM is authorised by the Client to arrange the transfer of all of Client's assets held by ACM to an account in the Client's name at the Bank, another bank, financial institution or third party service provider. For this purpose, the Client must provide ACM with the details of the Bank, that other bank, financial institution or third party service provider and the

Client's account with it, within the timeframe communicated to the Client by ACM (or instead the Client may instruct ACM to sell some or all of the Client's investments), however, ACM shall have the right to refuse such transfer or sale request; if ACM decides that it is impossible or impracticable to transfer Client's investments as the Client has designated in line with this clause 18.B.1 or the Client has not complied with this clause 18.B.1 the Parties will agree the further actions to be taken, the Client agrees to indemnify and hold harmless ACM, the Bank and any third party service providers for any liability or losses as a result thereof;

- any and all amounts due from the Client to ACM, the Bank or any third party service providers under or in connection with these Terms of Business and the Discretionary Management Agreement (including any costs or fees incurred or to be incurred in connection with its termination and any contingent and future liabilities) shall become payable immediately, and the Client will be responsible for the settlement of any unpaid sums;
- the pledge and charge as may have been created pursuant the provisions of these Terms of Business and the Discretionary Management Agreement shall continue to remain in full force and effect, and ACM may (without any further notice to or demand on the Client) exercise any right of set-off, and may for these purposes convert and set off credit and debit amounts in different currencies and make reasonable estimates as to the amount payable or due in respect of any future or contingent claim or obligation pursuant to these Terms of Business and the Discretionary Management Agreement;
- ACM may without any further notice to or demand on the Client, sell or arrange to sell all or part of the assets in the Account to ensure that there are sufficient cleared funds to cover any amounts due to ACM, the Bank, or any third party service provider; and
- if any funds remain in an account following the settlement in full of all obligations owed by the Client to ACM, the Bank and any third party service providers in accordance with these Terms of Business and the Discretionary Management Agreement, ACM shall transfer such funds into an account designated by the Client, or may issue a demand draft in respect of such amount which may be sent to the Client's address on record with ACM or transfer relevant assets/funds using the details last known to ACM.

## 19. FORCE MAJEURE

ACM shall not, in the absence of fraud, negligence and wilful default, be in breach of ACM's obligations under these Terms of Business if in ACM's reasonable opinion, there is any total or partial failure of performance of ACM's duties and obligations occasioned by any act of God, fire, act of government or state, act or acts of terrorism, war, civil commotion, insurrection, embargo, inability to communicate with the market or market participants for whatever reason, failure of any computer dealing or settlement system, prevention from, interruption or hindrance in obtaining any energy or other supplies, interruption of power supply or electronic, communication or information system, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond ACM's control, ACM shall not be

liable or have any responsibility of any kind for any loss of damage thereby incurred or suffered by the Client.

## **20. PREVIOUS AGREEMENTS AND INVALIDITY OF SEPARATE AGREEMENT ARTICLE**

1. These Terms of Business cancel and supersede any other Terms of Business agreed by the Parties prior to these Terms of Business on the same subject matter.
2. Invalidity of an Article hereof shall not affect the validity of all the remaining Articles. Should an Article prove to be invalid, ACM shall replace it with a new forms of words, to the maximum extent possible resembling the previous Article by its legal and economic purport.

## **21. APPLICABLE LAW, PLACE OF JURISDICTION**

1. The present Terms of Business exclusively governed by, interpreted, and enforced in accordance with the laws of the ADGM, without regard to its conflicts of laws principles.
2. Any dispute, controversy or claim arising out of or in relation to these Terms of Business, including the validity, invalidity, breach or termination thereof, shall exclusively be submitted to the jurisdiction of the Courts of the ADGM.

## **22. ONLINE ACCOUNT**

1. ACM may provide the Client with access to the Client's online account through the ACM's web-site or by means of a mobile application (name of the application: ACM) available for downloading on the mobile phones on Android and iOS platforms, available in the official stores Google Play or AppStore (the "Online account").
2. For the purpose of access to the Online account Client's phone number provided in the Client Application Form and the password set by the Client will be used. For the purposes of authentication the Client may be required to use the personal identification code and/or a password provided by ACM (which may be a one-time password sent to Client's mobile or email provided in the Client Application Form) or use any other methods of identification agreed by the Parties.
3. The Client undertakes to treat the access rights, all Online account documentation and information available through the Online account strictly private and confidential at all times.
4. For the purpose of this clause password means any confidential alphanumeric code, phrase, code or number, memorable data or any other identification of any kind either issued by ACM to the Client or adopted by the Client and which is used either alone or with any username, Login ID or other methods of identification as may be agreed by the Parties to access or use the Online account. The Client undertakes not to disclose its password to any other person, and the Client acknowledges that the Client is entirely responsible for ensuring that the password is kept secret

and not used by any other person and/or for any unlawful or fraudulent purpose. The Client acknowledges that in the event the Client's password is known to another third party, then the said third party shall be treated by ACM as an authorized user, and ACM shall not be responsible for any loss or damage which may occur as a result of the said event. The Client undertakes to immediately inform ACM if the Client knows or suspects that another third party has learned of the Client's password and/or has access to the Client's Online account.

5. The Client acknowledges that unless otherwise required by applicable ADGM law, ACM shall not be liable for any loss, injury or damages, whether direct, indirect, special, incidental, exemplary, consequential, punitive, economic or lost profits, whether under a contract, tort or any other theory of liability, arising in any way, inter alia, out of the installation, use or maintenance of any equipment, mobile, software, the use of Online account, the internet browser or internet access software, interruption of connection, any disruptions, equipment errors including of the telephone operator even if ACM is advised in advance of the possibility of such loss, injury and or damages. For avoidance of doubt ACM shall be liable only for actual loss, injury or damages if such loss, injury or damages arise directly out of the gross negligence act or fraud on the part of ACM.
6. The Client warrants and represents that no person shall have access to the Client's Online account other than the Client and the Client shall take all necessary care to enforce this undertaking and shall be responsible and liable for any misuse of the Client's Online account by unauthorized persons. Without prejudice to the preceding sentence, it is understood that any and all actions executed through the Client's Online account will be deemed to be executed by the Client, will bound the Client and ACM will not be responsible for acting on the basis of, relying on any actions executed by an unauthorized person through the Client's Online account and the Client will be responsible and liable for any losses or damages arising out of or in connection thereto.
7. The Client's Online account will be used for the purpose providing the Client with access to the information regarding the Account(s) and Client's Assets under management and any other information and material made available by ACM through the Online account.
8. In case the Client uses the Online account through the mobile application the scope of services may differ from those available through the use of ACM's web-site and will include execution of documents using the electronic signature in addition to electronic receipt and transmission of information, instructions, reports, notices and any other data and documents that may be provided, communicated and exchanged under these Terms of Business. The use of the Online account both through the use of ACM's web-site and through the mobile application will be governed by these Terms of Business.
9. Any material downloaded or otherwise obtained through the use of the Online account is obtained at the Client's own discretion and risk, and ACM is not responsible for any damage to the Client or data or any other loss or damage that results from the download or use of any such material, whether due to any computer virus or otherwise. ACM makes no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that the Client may have obtained through the use of the Online account.

10. The Client is solely responsible for ensuring that any equipment with which the Client access and use the Online account is suitable for such use and is functioning properly, which includes without limitation, ensuring at all times the availability of sufficient storage space for downloading if required.
11. ACM shall not be liable for any delay in, or failure to, provide the services through the Online account or non-availability of Online account as a result of factors outside its reasonable control including without limitation any act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning of internet services provider(s), broadcast telecommunications or other network systems or services.
12. By signing the Discretionary Management Agreement the Client confirms its understanding that the use of the Client's Online account is at its own risk, confirms its awareness and acceptance of the risks that such use incurs, including, but not limited to risks of unauthorized access, and accepts full responsibility for such use and consequences thereof. The Client acknowledges that the website and online services are made available to the Client by ACM on an "as is" and "as available" basis without any representations, warranties, conditions or undertakings of any kind, whether express or implied.
13. When any document is signed through Online Account, such document will be deemed to be originating from the Client or the Client's authorized representative. The Client will bear any and all risks connected with unauthorized use and execution of documents through the Online account.
14. Any document signed through the Online account will be valid and binding and will have the same legal force as a document signed in hard copy by hand written signature and cannot be challenged on the basis that they have been executed through the Online account.
15. By requesting a one time password when signing the documents the Client confirms its understanding and agrees that for the purposes of execution of documents through the Online Account one time password in a form of a code provided to the Client by SMS message or PUSH notification or to the email indicated in the Client Application form will be used and such a code will be treated as an electronic signature of the Client.
16. By signing the Discretionary Management Agreement the Client provides its consent to receive one time passwords to the phone number and email indicated in the Client's Application Form including in a form of SMS message or PUSH notification.
17. The preferred method of provisions of a code referred to above is a PUSH notification, such a notification may be provided in case the Client has authorized such type of notifications to be provided by the application. In case the Client has not authorized such type of notifications to be provided by the application the Client will receive an SMS message. In case of any technical failure when sending a PUSH notification an SMS message will be sent. In case of any difficulties with sending a code by SMS message the code will be sent to the email of the Client indicated in the Client Application form.
18. For the purposes of validation of the electronic signature when one-time code is used the code entered by the Client when signing the document will be compared to the code sent to the

Client's mobile number by SMS message or a PUSH notification or to the Client's email indicated in the Client Application Form. In case the comparison is positive the authenticity of the electronic signature is confirmed.

19. The Client is obliged (i) to keep secret any passwords, including one time passwords that have been received by SMS message on the mobile number or sent to the email of the Client indicated in the Client Application Form or in a form of a PUSH notification and any other information connected with authentication and shall take all actions to prevent any breaches of confidentiality thereof, (ii) not to transfer to any third persons the SIM-card with the Client's mobile number to avoid breach of confidentiality; (ii) not to transfer the mobile phone to any third persons on which the Online Account is available before termination of an active session, (iii) to immediately inform ACM by email or telephone in case of any breaches of confidentiality of any passwords or information related to the Client's authentication or loss thereof and/or of any unauthorized access to the Client's Online account and/or of any circumstances that prevent the use by the Client of its Online account.
20. The Client is liable for provision of wrong mobile number and email (that do not exist or do not belong to the Client) and for untimely informing ACM of any breaches of confidentiality and is responsible for other obligations of the Client described herein or any unauthorized access to the Client's Online account and consequences thereof.
21. ACM reserves the right not to accept any documents signed through the Online account including when ACM determines that the information provided by the Client in the Client Application form is not correct or is wrong in any nature (e.g. the phone number does not exist or is used by another user).
22. ACM will not in any circumstances be liable for correctness of the phone number or email address indicated by the Client in the Client Application form.
23. By signing the Discretionary Management Agreement the Client confirms its understanding and agrees that any data connected with execution of any documents through the Online account will be stored in cloud data store and in case of any disputes the data stored in such a way will be used as evidence. Such information as technical tags (ip-address of the Client, identification of a device that was used for the purposes of signing, full version of the screen data including the details of the relevant document, Client's account identifier, the code and time it is sent etc.) connected with execution of documents will be recorded and stored in the relevant cloud data storage. ACM will at its sole discretion choose cloud service providers that ACM believe to be secure and reputable and meeting best market practices.
24. The Client shall indemnify and hold harmless the Indemnified Persons (as this term is defined herein) from and against any and all losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of the use by the Client of Online account, unauthorized use of the Online account, access to any information available through Online account, receipt, transmission or execution of any documents through the Online account, services performed by an Indemnified Person in connection with the Online account. The provisions of this indemnity clause shall remain operative and in full force and effect regardless of any termination or completion or expiration of these Terms of Business and the Discretionary Management Agreement.

## 23. INTERPRETATION

In these Terms the following general rules of interpretation shall apply unless the context otherwise requires: a reference to one gender shall include all genders; the singular shall include the plural and vice versa; and references to persons shall include bodies corporate, unincorporated associations and partnerships or one or more of the foregoing. Unless the context otherwise requires, references in these Terms and Conditions to any FSRA/ADGM Rules, statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.

## 24. APPENDICES

The appendices set out below are hereby incorporated by reference and shall form an integral part of these Terms of Business.

- A. Appendix 1: Communication
- B. Appendix 2: Regulatory Disclosures
- C. Appendix 3: Risk Disclosure Statement
- D. Appendix 4: Fees and charges
- E. Appendix 5: Standard Investment strategies