

**APPROVED**  
**by the Resolution No. 3578 dated 26.11.2021**  
**Head of the Unit of Legal Support to**  
**projects, international transactions and complex**  
**agreements**

\_\_\_\_\_ **Yu.Zorina**

**JSC ALFA-BANK PUBLIC OFFER**  
**FOR CONCLUSION OF THE PUBLIC MASTER INVESTMENT SERVICES**  
**AGREEMENT**

**About the Investment Banking Firm:**

Joint-Stock Company ALFA-BANK (hereinafter referred to as the “Investment Banking Firm”)

Registered office: 100 Velyka Vasylykivska Street, Kyiv, 03150, Ukraine

USREOU code 23494714

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Official website: <https://alfabank.ua/>

E-mail: [ccd@alfabank.kiev.ua](mailto:ccd@alfabank.kiev.ua)

Up-to-date list of contacts is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>.

Licenses and permits of the Investment Banking Firm are available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>.

**Information of the Investment Banking Firm:**

Information on the types of investment services, tariffs and essential characteristics of services is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>.

The policy and procedure on personal data protection (excerpt) is available in the section Information for the Client about financial services at: <https://alfabank.ua/upload/procedure-personal-data-protection.pdf>

The policy and procedure on processing client appeals by the Investment Banking Firm (excerpt) is available at: <https://alfabank.ua/upload/excerpt-from-regulations-citizens.pdf>

**Client warnings:**

By accepting the JSC ALFA-BANK Public Offer for Conclusion of the Public Master Investment Services Agreement the Client agrees with the terms of provision of investment services specified in this Public Offer, the Public Master Investment Services Agreement and any other agreements, contracts, annexes, etc., which are concluded on the basis thereof.

**Client confirmation:**

By accepting the JSC ALFA-BANK Public Offer for Conclusion of the Public Master Investment Services Agreement, the Client confirms that he/she has previously:

- received information on the terms and operating procedures of JSC ALFA-BANK as an Investment Banking Firm with financial instruments referred to in Part 1 of Article 12 of the Law of Ukraine On Financial Services and State Regulation of Financial Services Markets (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>);
- received information referred to in Part 2 of Article 12 of the Law of Ukraine On Financial Services and State Regulation of Financial Services Markets (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>);
- familiarized himself/herself with the information on general nature and/or sources of potential conflict of interest (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>);
- familiarized himself/herself with the rules of fulfillment of client orders by JSC ALFA-BANK (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>);
- familiarized himself/herself with the information about Investment Services of the Investment Banking Firm (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>);
- familiarized himself/herself with educational information on financial instruments and transactions in financial instruments, as well as activities on capital markets; key regulations on investment activities and functioning of capital markets; with possible risks that arise in the process of investment activities (information is available in the section Information for the Client about financial services at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>).

By signing the Acceptance of the JSC ALFA-BANK Public Offer for Conclusion of the Public Master Investment Services Agreement the Client agrees in writing with such rules and confirms that he/she has necessary level of knowledge and experience to conduct transactions in financial instruments interacting with the Investment Banking Firm.

### **General terms and conditions of JSC ALFA-BANK Public Offer for Conclusion of the Public Master Investment Services Agreement**

According to Article 634 of the Civil Code of Ukraine, the Investment Banking Firm announces the Public Offer for Conclusion of the Public Master Investment Services Agreement (the “**Public Offer**”) on the terms set out below.

Acting on the basis of Articles 634, 641, 644 of the Civil Code of Ukraine, the Investment Banking Firm publishes this Public Offer and undertakes obligation towards legal entities and individuals, residents and non-residents, who will accept the terms of the Public Offer of the Investment Banking Firm (the “**Clients**”), to provide investment services in the manner and on the terms prescribed by

the Public Master Investment Services Agreement, including all annexes thereto (the “**Master Agreement**”), according to the tariffs set by the Investment Banking Firm and made public on the website of the Investment Banking Firm at: [alfabank.ua](http://alfabank.ua). (the “**Website**”).

The Acceptance of the Public Offer (the “**Acceptance**”) is an individual document which is to be signed by the Client confirming the acceptance of the terms of the Public Offer and the Client’s will to sign on the Master Agreement, subject to signing the Acceptance in accordance with Annex 16 to this Public Offer.

By signing the Acceptance of this Public Offer and accession to the Master Agreement the Client shall not be restricted in signing other agreements (not concluded under the Master Agreement) for the provision of investment services by the Investment Banking Firm, which may be operated simultaneously.

The Tariffs of the Investment Banking Firm (the “**Tariffs**”), which mean any monetary remuneration set by the Investment Banking Firm for the provision of investment services by the Investment Banking Firm under the Master Agreement, shall be treated as an integral part of the Public Offer. Tariffs and archive of Tariffs that were effective for a certain period of time are available in the section “Tariffs for transactions with securities” [<https://alfabank.ua/operatsii-z-tsinnimi-papierami>].

The Public Offer of the Investment Banking Firm shall enter into force on the date of official publication thereof on the website of the Investment Banking Firm and shall remain valid until the date of official publication of the statement about revocation of the Public Offer on the website of the Investment Banking Firm.

The Public Offer and the Master Agreement along with all annexes hereto, including Tariffs, Acceptance, individual agreement, as well as any other agreements and contracts concluded on the basis of the Master Agreement, constitute an integral part of this Public Offer forming a single document – the Public Master Investment Services Agreement.

# PUBLIC MASTER INVESTMENT SERVICES AGREEMENT

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## I. TERMS AND DEFINITIONS

**Master Agreement** – an agreement containing general terms and procedure for conclusion and execution of derivative contracts and/or transactions in relation to financial instruments including REPO agreements;

**Derivative financial instruments** – derivative securities and derivative contracts;

**Derivative contract** – an agreement which provides for the obligation of one or each of the parties of such agreement in respect of the underlying asset and/or which terms are set depending on the benchmark value and may provide for the obligation to make cash settlements;

**Diia state-owned enterprise** – a technical administrator of Diia launched by the Ministry of Digital Transformation of Ukraine;

**Diia portal mobile app (Diia)** (hereinafter – “**Diia App**”) - an application developed by the Ministry of Digital Transformation of Ukraine, which allows the Clients, among other things, to remotely enter into Individual Agreements and Individual Part of the Master Agreement with the Investment Banking Firms with a view to accessing a certain type of Investment Service in relation to the specified financial instruments;

**REPO agreement** – an agreement by which a REPO transaction is executed;

**Client’s Order** – an instruction (order, direction) of the Client to the Investment Banking Firm to provide a certain type of investment service with defined financial instruments under the Master Agreement on the terms established by the Client;

**Petition** – a notice from the Client provided in any form to the Investment Banking Firm regarding the interest in the transaction with financial instruments under the Master Agreement;

**Investment services** – services relating to conclusion of civil law agreements by the Investment Banking Firm in respect of financial instruments on its own behalf or on behalf of the Client, at its own expense or at the expense of the Client, on its own initiative or under respective agreement with the Client or under his/her Order, to be concluded while carrying out professional activities, and/or taking actions or providing services related to such services, which, in particular, involve provision of consulting services, investment advice on financial instruments, lending of financial instruments, subcontracting the Client’s Orders, according to which the Investment Banking Firm acts as a commission agent, to another Investment Banking Firm;

**Individual agreement** – single orders, contracts and other documents concluded by the Client on the basis of the Master Agreement in order to obtain a particular type of investment service with defined financial instruments;

**Individual part of the Master Agreement** – Acceptance of the Public Offer of JSC ALFA-BANK for conclusion of the Public Master Investment Services Agreement, to be signed between the Investment Banking Firm and the Client. By signing an individual part of the Master Agreement, the

Client agrees to the terms of investment services, familiarizes himself/herself with the Investment Banking Firm's rules and accedes to the Master Agreement.

**My Alfa-Bank System and/or Sense Superapp (the "System")** is a software and hardware complex that provides remote service to the Clients of the Investment Banking Firm via the Internet communication channels. An integral part of the System is a mobile application (Alfa-Mobile Ukraine and/or Sense Superapp), designed for smartphones/tablets/other mobile devices running the Android or IOS operating system.

**Client** – a legal entity or a private person, resident or non-resident, including banking institution whom the Investment Banking Firm provides the investment services;

**Client classification:**

**1. Qualified investor:**

- **professional client** – a client who has skills, experience and knowledge in the field of capital markets, sufficient for him/her to make investment decisions in order to conduct transactions with financial instruments;
- **eligible counterparty** – legal entities (including non-residents) whom the Investment Banking Firm provides the investment services, including international financial organizations, foreign states and their central banks, the state of Ukraine represented by relevant government corporations, professional participants of capital markets, banks and insurance companies, foreign investment firms, as well as other legal entities that are recognized by the internal documents of the Investment Banking Firm as eligible counterparties;

- 2. unqualified investor– non-professional client** – a Client who is not a professional client or has not been recognized by the Investment Banking Firm as a professional client or an eligible counterparty;

**Client-Bank** – a form of banking client service, which is based on the use of information technologies allowing the Client to remotely obtain financial information and manage bank accounts;

**REPO transaction** – a transaction of purchase (sale) of financial instruments with the obligation to resell (repurchase) them over a definite period of time at a predetermined price, conducted on the basis of a single REPO agreement. According to the applicable tax legislation of Ukraine, the term of the REPO transaction should not exceed one year;

**Transactions involving financial instruments** – taking the agreed actions by two or more parties aimed at the acquisition, modification or termination of civil rights and obligations related to financial instruments (execution of a transaction in respect of financial instruments), as well as mandatory implementation of agreed actions by the parties, aimed at fulfillment of obligations arising as a result of such transaction, and/or aimed at exercising the rights provided by such transaction;

**Client assessment** – the procedure stipulated by the internal documents of the Investment Banking Firm for obtaining and processing the Client’s information in order to assess his/her competence, experience and knowledge required to conclude transactions or provide particular services, to obtain an opinion on the Client’s ability to make its own investment decisions and assess personal risks related to such transactions or services;

**Tax status** – information on registration of the Client, substantial shareholders and authorized persons as taxpayers under the laws of a particular state, tax identification number, including information on the status of U.S. person in accordance with FATCA, as well as the effective income tax rate or use of a special tax regime.

**Account** – a securities account opened by a depository institution for the Client to keep record of the Client’s securities and rights thereto.

**Party (Parties)** – the Investment Banking Firm and/or the Client.

**Financial instruments (the “financial instruments”) under the applicable law are:**

- 1) securities, including securities of collective investment schemes;
- 2) money market instruments;
- 3) options, futures, swaps, future interest rate contracts and any other derivative contracts, the underlying asset of which are securities, currency or other derivative contracts, which benchmark includes interest rates, rates of return, indices or exchange rates, and which may be executed in the form of physical delivery (deliverable derivative contracts) or settlements (non-deliverable derivative contracts);
- 4) options, futures, swaps, forwards and other derivative contracts, the underlying asset of which are products, that shall or may be executed in the form of settlements at the option of one of the parties (mixed derivative contracts), except for cases of insolvency or other events of termination of obligations;
- 5) options, futures, swaps and other derivative contracts, the underlying asset of which are products, that are concluded on trading facilities and may be executed in the form of physical delivery (deliverable derivative contracts), except for contracts (agreements) that do not relate to financial instruments in accordance with the applicable laws;
- 6) options, futures, swaps, forwards and other derivative contracts, the underlying asset of which are products, that may be executed in the form of physical delivery (deliverable derivative contracts) and which are not specified in paragraph 5 above, are concluded for other than commercial purposes, and have characteristics of other derivative financial instrument;
- 7) derivative financial instruments that provide for the transfer of credit risk, in particular credit notes and credit default swaps;
- 8) financial contracts for difference;



9) options, futures, swaps, future interest rate contracts and any other derivative contracts relating to climatic parameters, freight rates, inflation rates or other indicators of economic statistics, that shall be executed in the form of settlements (non-deliverable derivative contracts) or may be executed in the form of settlements at the option of one of the parties (mixed derivative contracts), except for the cases of insolvency or other events of termination of obligations;

10) derivative contracts relating to assets, rights, liabilities, indices, exchange rates, which are not referred to in this clause and which have characteristics of other derivative financial instrument, including those concluded on regulated market, organized trading facility or multilateral trading facility.

**Money market instruments** are treasury obligations of Ukraine, savings certificates of banks, deposit certificates of banks, promissory notes, as well as other instruments (including securities), which have all of the below characteristics:

- have value that can be determined at any time;
- are not derivative financial instruments;
- have maturity of 397 days or less at the time of issue.

**Website** – an official Internet website of JSC ALFA-BANK available at: <https://alfabank.ua/>

## **II. SUBJECT MATTER OF THE MASTER AGREEMENT AND LIST OF INVESTMENT SERVICES**

### **THAT MAY BE PROVIDED TO THE CLIENT**

2.1. On the basis of the Master Agreement, the Investment Banking Firm provides investment services relating to conclusion of civil law agreements by the Investment Banking Firm in respect of financial instruments on its own behalf or on behalf of the Client, at its own expense or at the Client's expense, on its own initiative or under respective agreement with the Client or under the Client's Order, which are concluded while carrying out professional activities of trading in financial instruments on the capital markets, and/or while taking actions or providing services related to such services.

2.2. In order to properly provide services referred to in clause 2.1 of this Master Agreement, the Investment Banking Firm may take the following actions, however not limited to:

2.2.1. open personal account of the Client for keeping record of transactions with financial instruments and liabilities of the Client;

2.2.2. register, if necessary, the Client in trading systems and open accounts for him/her in trading systems, if provided by the applicable laws of Ukraine and the rules of relevant trading system;

2.2.3. provide information on quotations of organized market operators upon request of the Client;

2.2.4. conduct transactions with financial instruments on the basis of the Client's Orders submitted through communication channels in the manner prescribed by this Master Agreement;

2.2.5. provide the Client with information under this Master Agreement;

2.2.6. provide other services, of what the Client may be notified in the manner prescribed by the Master Agreement.

2.3. the Investment Banking Firm provides the Client with the investment services, as defined in clause 2.1 of this Master Agreement, by conducting the below transactions:

2.3.1. commission transactions, the subject matter of which is the provision by the Investment Banking Firm (commission agent) to the Client (principal) of a particular type of service relating to conclusion of an agreement (agreements) for purchase and sale of financial instruments, conducting a REPO transaction on its own behalf, at the expense and in the interests of the Client;

2.3.2. agency transactions, the subject matter of which is the provision by the Investment Banking Firm (attorney) of a particular type of service relating to conclusion of an agreement (agreements) for purchase and sale of financial instruments, conducting a REPO transaction on behalf and at the expense of the Client (principal);

2.3.3. purchase and sale transactions, the subject matter of which is purchase and sale of financial instruments by the Investment Banking Firm in its own interests, in the interests and at the expense of the Client, in accordance with the Order provided by the Client to this Master Agreement.

2.3.4. REPO transactions, the subject matter of which is purchase (sale) of financial instruments by the Investment Banking Firm in its own interests or in the interests and at the expense of the Client on the basis of the Orders provided by the Client to this Master Agreement.

2.4. The main requirements to the agreements concluded in accordance with the terms of this Master Agreement are determined by the provisions of the Civil Code of Ukraine, the Commercial Code of Ukraine, other laws of Ukraine and regulations of the National Securities and Stock Market Commission.

2.5. By signing an Acceptance of the Public Offer, the Client agrees that the transactions relating to fulfillment of the Client's Orders are associated with high degree of commercial and financial risk, which may lead to partial or full loss of the Client's funds, including due to reduced value of financial instruments. In this regard, the Client agrees not to make property and non-property claims against the Investment Banking Firm and not to hold the Investment Banking Firm liable for any loss incurred by the Client as a result of fulfillment of the Client's Orders by the Investment Banking Firm. The risk criteria are set out in the Declaration of Risk Factors (Annex 13) to this Master Agreement, herewith these risk criteria are not exhaustive.

2.6. When providing investment services under this Master Agreement, the Investment Banking Firm may fulfill the Client's Order on organized capital markets as well as out of organized markets, the Investment Banking Firm may fulfill the Client's Order out of the portfolio of the Investment Banking Firm on the terms of this Master Agreement.

2.7. Services relating to purchase and sale of particular types of financial instruments are provided depending on the complexity, structure, specifics of circulation, risks, rate of return, etc. of such financial instrument, as well as the Client assessment made by the Investment Banking Firm and the assigned category based on the assessment results given in Section III of this Master Agreement. The list of instruments that are appropriate for the Client's work is determined in accordance with Annexes 1., 1.1., 1.2., 2.1., 2.2., 2.3., 3.1., 3.2., 3.3. and 3.4. to this Master Agreement and subject to clause 3.1.1 of Section III of this Master Agreement.

### **III. CLIENT ASSESSMENT**

#### **3.1. Client assessment procedure**

3.1.1. Prior to signing this Master Agreement and providing investment services, the Investment Banking Firm shall conduct an assessment in accordance with Annex 1. By default, the Investment Banking Firm includes each client to the category of an unqualified investor - non-professional client. The Client may be classified as a qualified investor only if the Client draws up and signs the Application in accordance with clause 3.2.2 and Annex 2.3. to this Master Agreement and based on the questionnaire results according to Annexes 1.1., 1.2., 2.1., 2.2., 2.3., 3.1., 3.2., 3.3. and 3.4. of this Master Agreement. In this case, the investment services provided by the Investment Banking Firm in

relation to the financial instruments such as domestic government bonds of Ukraine are considered suitable and appropriate without conducting the suitability and appropriateness assessment of such financial instruments in accordance with Annexes 3.1, 3.2, as stated in the Individual Agreement signed with the Client.

3.1.2. Based on the assessment results, the Investment Banking Firm classifies its Clients into the following categories:

- 3.1.2.1. qualified investor:
  - professional client;
  - eligible counterparty;
- 3.1.2.2. unqualified investor - non-professional client;

### **3.2. Client assessment results**

3.2.1. The assessment result is indicated in the individual part signed with the Client. The individual part also states the Client's right to demand his/her assigning to another category, as well as all restrictions in the level of the Client's protection, which may be caused by assignment to another category.

3.2.2. The Client may be recognized as a professional client solely in case of drawing up and signing the Application in accordance with Annex 2.3. to this Master Agreement, which states his/her experience and knowledge in the field of capital markets, of what a respective questionnaire shall be compiled, and also states that he/she is aware of the consequences of applying to him/her the provisions of the legislation on professional clients.

A qualified investor is responsible for failure to submit or late submission of information on any changes that may affect his/her compliance with the criteria of professional client.

3.2.3. If the Investment Banking Firm becomes aware that a qualified investor has ceased to meet the professional criteria in accordance with the applicable legislation of Ukraine, the Investment Banking Firm shall classify the Client as unqualified investor, whereof the Client shall be notified by sending a notice through agreed communication channels.

3.2.4. Notwithstanding the recognition of a person as a qualified investor, such person has the right at any time, however prior to concluding an individual agreement, to submit to the Investment Banking Firm an application/confirmation that he/she wishes to be subject to the provisions of legislation on unqualified investors in the future in respect of one or more investment services or a particular transaction (s) regarding financial instruments, and the Investment Banking Firm may agree to provide a higher level of protection.

3.2.5. When providing the investment services to qualified investors, the Investment Banking Firm shall notify them in the individual part that on the basis of the assessment in accordance with Annexes 1, 1.1, 1.2, 2.1., 2.2., 2.3., 3.1., 3.2., 3.3. and 3.4. the Client shall be deemed as a qualified investor and shall be treated as such, unless otherwise agreed by the Investment Banking Firm and the Client.

### **3.3. Client reassessment procedure**

3.3.1. Any changes in the category of the Client, both at the initiative of the Client and at the initiative of the Investment Banking Firm shall be treated as Client reassessment, and in this case one should apply the Client assessment procedure described in Section 3 of this Master Agreement.

### **3.4. Investment Banking Firm's interaction with various categories of Clients**

3.4.1. The Investment Banking Firm provides a higher level of protection to the Client, who is deemed as unqualified investor, after concluding the individual part with him/her in writing, which is an integral part of the Master Agreement, stating that he/she will not be treated as a qualified investor for the purposes of relevant business relationships.

3.4.2. Prior to providing investment services to qualified investors, the Investment Banking Firm shall inform them that on the basis of assessment carried out in accordance with Annexes 1, 1.1, 1.2, 2.1., 2.2., 2.3., 3.1., 3.2., 3.3. and 3.4, the Client shall be deemed as qualified investor and shall be treated as such, unless otherwise agreed by the Investment Banking Firm and the Client.

3.4.3. The Investment Banking Firm must also inform the Client that he/she may require changes in the terms of the individual part in order to ensure a higher level of protection.

3.4.4. The Client, who is deemed as qualified investor, shall be personally responsible for using an opportunity to apply to the Investment Banking Firm for a higher level of protection when he/she considers that he/she is unable to properly assess or manage the existing risks.

3.4.5. In the event that the individual part is concluded between two Investment Firms or between the Investment Banking Firm and a foreign investment firm, the Parties shall be obliged to evaluate each other and assign an appropriate category.

## **IV. PETITIONS AND ORDERS OF THE CLIENTS**

### **4.1. Procedure, method and form of petitions and orders of the Clients**

4.1.1. The Client applies to the Investment Banking Firm in any form regarding the interest in conducting a transaction with financial instruments through various communication channels, namely: personally, to the Investment Banking Firm's employee, by post or courier delivery, using the System, Diia App and via e-mail.

4.1.2. If the Investment Banking Firm receives from the Client an petition to buy or sell particular financial instruments, and such financial instruments are owned by the Investment Banking Firm and the Investment Banking Firm is interested to sell these financial instruments to the Client, or if the Investment Banking Firm is interested to buy specified financial instruments from the Client, the Investment Banking Firm shall notify the Client through the communication channels used to receive the petition.

4.1.2.1. If the Client agrees to buy financial instruments directly from the Investment Banking Firm at the price offered by the Investment Banking Firm, or to sell them to the Investment Banking Firm

at the price offered by the Investment Banking Firm, the Investment Banking Firm shall enter into an agreement with the Client for purchase and sale of financial instruments given in Annexes 4.1, 4.2, 4.3, 5 to this Master Agreement. The agreement for purchase and sale of financial instruments signed by both Parties in the manner specified in the Master Agreement is an integral part of the Master Agreement.

4.1.2.2. The Client may apply for the provision of the investment service relating to purchase and sale of financial instruments at the price offered by the Client and submit to the Investment Banking Firm the Application in accordance with Annex 6. - for purchase/sale of financial instruments owned by the Investment Banking Firm. In this case, the Investment Banking Firm shall enter into an agreement for purchase and sale of particular financial instruments with the Client given in Annexes 4.1, 4.2 4.3 or 5 to this Master Agreement. The agreement for purchase and sale of financial instruments signed by both Parties in the manner specified in the Master Agreement is an integral part of the Master Agreement.

4.1.3. To receive the investment service, the Client shall provide the Investment Banking Firm with signed Order in accordance with Annexes 7 and 10 of this Master Agreement for purchase or sale of particular financial instruments. The Order becomes an integral part of this Master Agreement after signing thereof.

Being guided by the provisions of the Civil Code of Ukraine, when concluding the Orders to the Master Agreement, the Investment Banking Firm may act as an attorney or a commission agent, and the Client, in his/her turn, as a principal respectively.

4.1.4. The Parties shall sign the Order in the manner established by the Master Agreement. If the Order is provided on paper, it shall be signed in 2 (two) copies and transmitted through the agreed communication channels specified in the individual part to the Master Agreement.

4.1.5. The Client has the right to revoke, cancel or change the Order, which is not confirmed or has not been fulfilled by the Investment Banking Firm. The Investment Banking Firm has no right to refuse to fulfill the confirmed Order, except in cases provided by the applicable law and except in case of impossibility to fulfill it due to circumstances beyond the Investment Banking Firm's control.

#### **4.2.Procedure for processing and fulfillment of the Orders and other instructions, directions of the Client**

4.2.1. The Order submitted in accordance with clause 4.1.3 of this Section shall contain an instruction to conduct a particular transaction with specific financial instruments on certain terms in the interests of the Client, depending on type of the Order, namely:

- market order – an order to buy/sell financial instruments at the market price (rate of return), which is immediately fulfilled, based on market conditions, by the Investment Banking Firm;
- limit order – an order to buy/sell financial instruments at the price (rate of return) specified by the Client or better;

- stop order – an order to buy/sell financial instruments, which is fulfilled by the Investment Banking Firm at the time when the price and/or rate of return (for debt financial instruments) reaches the value specified by the Client;
- FOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled in case of impossibility to fulfill it on specified terms;
- IOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or partially if it is impossible to fulfill it to the fullest extent with simultaneous cancellation of unfulfilled part of the order;
- AON order – an order to buy/sell a particular number of financial instruments, which is fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled if it is impossible to fulfill it on specified terms;
- GTC order – an order to buy/sell financial instruments, which is effective and fulfilled by the Investment Banking Firm until cancellation (revocation) thereof by the Client;
- DAY order – an order to buy/sell financial instruments, which is effective until the end of the trading day, whereupon automatically canceled;
- loan order – an order to transfer ownership to the other Party (borrower) or to receive ownership from the other Party of a particular number of financial instruments with relevant identification details subject to return thereof within specified period or on demand of one of the Parties;
- other types of orders, defined by the internal documents of the Investment Banking Firm, and/or the applicable laws.

4.2.2. Upon receipt of the Order and acceptance thereof for fulfillment, the Investment Banking Firm shall sign the Order, affix it with a seal (if any) and transfer one of the copies to the Client through the agreed communication channels in accordance with this Master Agreement.

4.2.3. The procedure of settlements under the Order.

4.2.4. Settlements of the Parties in connection with fulfillment of the Client's Orders by the Investment Banking Firm shall be made in accordance with the procedure and within the terms stipulated in the Client's Orders.

4.2.5. Ownership of financial instruments purchased by the Investment Banking Firm for the Client in accordance with the Order to this Master Agreement shall be acquired by the Client as from the time of crediting financial instruments onto the Client's securities account in the depository institution, unless applicable law provides for another procedure of transfer of ownership of financial instruments.

4.2.6. To fulfill a specific Order for purchase, depending on type of the Order and type of service and payment terms under the Order, the Client shall provide the Investment Banking Firm with non-cash

funds by transferring or giving consent to a contractual debit transfer of funds onto the Investment Banking Firm's account specified in the Order under this Master Agreement. The Client instructs the Investment Banking Firm to independently transfer funds onto clearing accounts for participation in trading on the organized market.

4.2.7. To fulfill an Order for sale, the Investment Banking Firm shall have the right to make sure that the financial instruments are owned by the Client and are not restricted in the circulation under other legal transactions or otherwise encumbered. For these purposes, the Client shall be obliged to provide the Investment Banking Firm with a document confirming his/her ownership of financial instruments in accordance with the legislation on the depository system of Ukraine or as otherwise provided by the applicable law.

4.2.8. When selling the financial instruments, in order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate an investment income of the transaction in the event of alienation of financial instruments and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money received as a result of sale of financial instruments. The Investment Banking Firm shall transfer funds from sale of financial instruments, less taxes and fees withheld by the Investment Banking Firm as a tax agent, onto the Client's account specified in the Order no later than the next business day upon sale of financial instruments, unless otherwise prescribed in the Order.

4.2.9. The Investment Banking Firm shall enter into an Agreement for fulfillment of the Order on the organized market or beyond organized market in accordance with the conditions specified in the Order.

4.2.10. The Investment Banking Firm shall submit to the Client the Reports on fulfillment of the Order in accordance with Annexes 8, 11 of this Master Agreement within the time limits and in the manner prescribed by the applicable law through agreed communication channels between the Client and the Investment Banking Firm.

4.2.11. After the Parties fulfill obligations under the Order, they shall draw up a Certificate of fulfillment of the Order in accordance with Annexes 9, 12 to this Master Agreement.

## **V. RIGHTS AND OBLIGATIONS OF THE PARTIES**

5.1. The Investment Banking Firm shall be entitled to:

5.1.1. require in advance from the Client to provide instructions, information, documents, funds, etc., necessary for fulfillment of the Order and/or an individual part of the Master Agreement;

5.1.2. fulfill the Order partially provided that such fulfillment procedure is agreed with the Client;

5.1.3. refuse the Client to make payments in favor of recipients (beneficiaries) included in the List of Specially Designated Nationals and Blocked Persons, as approved by the Office of Foreign Assets Control of the US Department of the Treasury, the Council of the European Union, as well as



payments in favor of recipients (beneficiaries) through persons that do not comply with FATCA requirements;

5.1.4. refuse the Client to enter into agreements, fulfill orders and conduct other transactions, if the Investment Banking Firm sees that such actions may lead to violation of the legislation of Ukraine (in particular, to manipulation of prices on capital markets or to conclusion of agreements using the insider information);

5.1.5. unilaterally refuse to conduct a transaction:

- if the Client is subject to restrictive measures (sanctions) in accordance with the legislation of Ukraine;

- if the payer and/or the recipient and/or the payer's/recipient's bank and/or the recipient's or payer's ultimate beneficial owner and/or the beneficiary is included in the List of Specially Designated Nationals and Blocked Persons, as approved by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC);

- if the payer and/or the recipient and/or the payer's/recipient's bank and/or the recipient's or payer's ultimate beneficial owner and/or the beneficiary is included in the lists of Her Majesty's Treasury of the United Kingdom (HMT), the Hong Kong Monetary Authority (HKMA), the Monetary Authority of Singapore (MAS);

- if the payer and/or the recipient and/or the payer's/recipient's bank and/or the recipient's or payer's ultimate beneficial owner and/or the beneficiary is included in the United Nations Security Council Consolidated List;

- if the payer and/or the recipient and/or the payer's/recipient's bank and/or the recipient's or payer's ultimate beneficial owner and/or the beneficiary is included in the Consolidated list of EU financial sanctions and Consolidated list of persons, groups and entities subject to EU financial sanctions (Restrictive measures (sanctions) in force);

- if the payer and/or the recipient and/or the recipient's bank and/or the recipient's or payer's ultimate beneficial owner and/or the beneficiary is a person registered or located in the territories specified in the List of States and Territories available at: [alfabank.ua](http://alfabank.ua);

- on the basis of the decision of financial monitoring of the Investment Banking Firm, if such transaction is recognized risky;

- if recipients (beneficiaries) and/or payers are registered or located in the states and territories specified in the List of States and Territories or payments to or from accounts of recipients (beneficiaries) opened with banks registered or located in the states and territories specified in the List of States and Territories;

- if recipients (beneficiaries) or persons through whom a transaction is conducted do not comply with the requirements of the Foreign Account Tax Compliance Act (FATCA) and/or if ultimate beneficial owner, recipient and/or beneficiary has no identification pursuant to requirements of FATCA.

5.1.6. In cases stipulated by the legislation of Ukraine on financial monitoring, in particular, by the Law of Ukraine On Prevention and Counteraction to Legalization (Laundering) of the Proceeds of Crime or Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction and regulations of the National Bank of Ukraine, the Investment Banking Firm has the right to refuse to maintain business relations on a unilateral basis, including by terminating business relations, closing the account/refusing to conduct a financial transaction/freezing the Client's assets related to terrorism and its financing, proliferation of weapons of mass destruction and its financing /terminating the transactions via the Client's Accounts. The Investment Banking Firm has the right to terminate the financial transaction in case the bank discovers the information that requires further analysis with regard to the necessity of taking certain actions by the bank to fulfil its obligations stipulated by the legislation in the field of financial monitoring, including in case of convergence between the data of the participant of the financial transaction and data of the person from the list of terrorists.

5.2. The Investment Banking Firm shall be obliged to:

5.2.1. immediately upon acceptance of the Order and providing the Client with necessary information and documents specified in the Order, proceed to fulfillment thereof;

5.2.2. qualitatively fulfill the Client's Order on the terms most favorable for the Client and in accordance with the instructions specified by the Client in the Order or in another written document regarding such Order. If there are no such instructions in the Order or in the relevant written document, the Investment Banking Firm shall be obliged to enter into transactions in accordance with customary business practices or requirements that usually apply to such transactions;

5.2.3. in case of violation by a third party of transaction concluded with the Investment Banking Firm, immediately notify the Client, gather and provide necessary evidence in documentary and non-documentary form, as well as take all other possible actions to protect violated rights;

5.2.4. no later than the next business day, after fulfillment of the Order, submit to the Client a Report on fulfillment of the Order (the "Report of the Investment Banking Firm") in the form provided for in Annexes 8, 11 to this Master Agreement, depending on type of the transaction. The Report may be compiled in the form of a paper document or in the form of an electronic document in accordance with the applicable legislation and internal documents of the Investment Banking Firm, the Report shall be signed by the Investment Banking Firm's authorized person and affixed with a seal (if any). When compiling the Report in the form of a paper document, the Report shall be signed by the Investment Banking Firm's authorized person and affixed with a seal (if any). When compiling an electronic document, it shall bear QES (signature and seal) of the authorized person of the Investment Banking Firm or shall be signed using an analogue of handwritten signature of the Investment Banking Firm's authorized person and the seal of the Investment Banking Firm (when concluding

agreements via the System or using Diia App in accordance with clause 9.4 of this Master Agreement);

5.2.5. upon proper fulfillment of the Order and receipt of the remuneration (the “remuneration”), sign the Certificate of fulfillment of the Order. The remuneration for fulfillment of each Order under this Master Agreement shall be determined in such Order. The remuneration shall be paid within 3 (three) banking days as from the time the Client signs the Report on fulfillment of the Order or within another term, which is stipulated separately in the Order;

5.2.6. immediately notify the Client in writing of the existence of circumstances that prevent the Investment Banking Firm from fulfilling its obligations under this Master Agreement;

5.2.7. within 2 (two) business days after expiry of the term established in the Order for fulfillment thereof (if established) or after revocation of the Order by the Client in accordance with the procedure provided in clause 5.3.2 of this Master Agreement, or within another period separately stipulated by the Parties, return everything received from the Client for fulfillment of such Order;

5.2.8. on the Client’s instruction or under other conditions provided by the individual part, transfer funds received in payment for financial instruments onto the Client’s current account, less taxes and fees withheld by the Investment Banking Firm as a tax agent;

5.2.9. at the Client’s request, the Investment Banking Firm shall be obliged to provide information in the same way as the request, regarding the status of fulfillment of any confirmed Client’s Order;

5.2.10. at the request of the Client – individual, the Investment Banking Firm shall provide a certificate of investment return at the end of the transaction or calendar year. The certificate shall be issued on a paid basis according to the determined Tariffs within 10 business days after the date of the request.

5.3. The Client shall have the right to:

5.3.1. require the Investment Banking Firm to properly and qualitatively fulfill the terms of this Master Agreement and the Client’s Orders;

5.3.2. revoke the Order and notify the Investment Banking Firm in writing. The Order shall be deemed to have been revoked as from the date of receipt by the Investment Banking Firm of the Client’s notice of revocation of the Order. In this case, if at the time of revocation of the Order by the Client the Investment Banking Firm has entered into transactions with third parties to fulfill the Order, the Client undertakes to take all actions necessary to execute these transactions;

5.3.3. require the transfer to the Client of the Investment Banking Firm’s claims against third parties in the event that such parties violate legal deeds concluded with the Investment Banking Firm.

5.4. The Client shall be obliged to:

5.4.1. provide the Investment Banking Firm at its request with information, documents, etc. necessary for fulfillment of the Order and/or the individual part of the Master Agreement, provide the Investment Banking Firm with funds by transferring them onto the Investment Banking Firm’s

account or through contractual debit transfer thereof from the Client's account for settlements on financial instruments, as specified in the Order/individual part;

5.4.2. accept from the Investment Banking Firm duly executed documents in accordance with this Master Agreement, funds and financial instruments upon fulfillment of the Order, provided that the Investment Banking Firm properly fulfills the Order;

5.4.3. pay to the Investment Banking Firm an amount of the remuneration in accordance with the terms of this Master Agreement;

If the Order is not fulfilled to the fullest extent with the Client's consent, an amount of the remuneration shall be determined pro rata the number of financial instruments purchased (sold, exchanged) under the Order;

5.4.4. after fulfillment of obligations under the Order in accordance with clause 4.1.3 of this Master Agreement, sign the Report on fulfillment of the Order;

5.4.5. provide documents and information required by the applicable laws of Ukraine, necessary for his/her identification. In case of any changes in details, the Client shall be obliged to provide documents confirming such changes within 3 (three) banking days;

5.4.6 The Client undertakes to provide the original documents that were previously provided to the Investment Banking Firm in the form of scanned copies in an electronic form within 10 (ten) days as from the date of submission of signed scanned copies;

5.4.7. provide the Investment Banking Firm on the first demand, within the period specified by the Investment Banking Firm, with documents and information necessary for the Investment Banking Firm to carry out the Client identification procedure in accordance with the applicable laws of Ukraine, including clarified KYC information, provide W-8 or W-9 forms completed in accordance with the requirements of the US Internal Revenue Service (or other information and documents provided by FATCA), assessment of the Client's financial position and/or financial monitoring of his/her transactions in the course of service, as well as functions of a currency control agent.

The Client and his/her authorized persons shall be obliged to provide, at the Investment Banking Firm's request, within the period specified by the Investment Banking Firm, the information and documents relating to their tax status, including at the Investment Banking Firm's request provide W-8 or 9 forms completed in accordance with the requirements of the US Internal Revenue Service (or other information and documents provided by FATCA). The Client and his/her authorized persons shall be obliged to immediately notify the Investment Banking Firm of any changes in their tax status (not later than 10 calendar days as from the date of making such changes), and in case of acquiring the status of U.S. person immediately (not later than 10 calendar days as from the date of acquiring the status of U.S. person) provide the Investment Banking Firm with W-9 form indicating the taxpayer identification number.

5.4.8. The Client – non-resident legal entity shall be obliged to confirm the status of tax resident by providing the Investment Banking Firm with a certificate of residency (or notarized copy thereof) received by the Client from competent authority of relevant country of residence of such Client (the “Certificate of Residence”). Such certificate must be properly legalized and translated into Ukrainian. The Client shall also provide the Investment Banking Firm with a letter confirming the status of the beneficial owner of income according to the Investment Banking Firm’s form (set forth in Annex 15.1. to this Master Agreement).

5.4.9. The Client – non-resident legal entity shall be obliged to confirm the status of tax resident by April 1 of each calendar year by providing the Investment Banking Firm with a Certificate of Residence for such calendar year.

5.4.10. The Client – non-resident individual shall be obliged to confirm the status of tax resident by providing the Investment Banking Firm with a letter confirming the status of the beneficial owner of income according to the form of the Investment Banking Firm (given in the Annex No. 15.2. hereof).

5.4.11. Provide all necessary documents for the implementation of Client due diligence procedure. The Clients – banks shall provide original documents.

5.5. By signing this Master Agreement in accordance with Article 26 of the Law of Ukraine On Payment Systems and Funds Transfer in Ukraine, the Client grants JSC ALFA-BANK the right to independent contractual debit transfer of funds on the basis of memorial orders. Such instruction shall be fulfilled by JSC ALFA-BANK for settlements and payment of remunerations/commission fees and other payments due by the Client in accordance with the terms of this Master Agreement and tariffs of JSC ALFA-BANK.

Contractual debit transfer may be made from any Client’s account opened with JSC ALFA-BANK, the details of which are known to the Parties, from any current accounts that will be opened for the Client with JSC ALFA-BANK in the future during the term of this Master Agreement. The recipient of such funds is the Investment Banking Firm.

Such instruction shall be fulfilled by JSC ALFA-BANK upon occurrence of the term/deadline/time limit for fulfillment of the Client’s payment obligations to the Investment Banking Firm according to the Master Agreement and tariffs of JSC ALFA-BANK, as from the time of occurrence of the term/deadline/time limit for fulfillment of such payment obligations in the amount equal to or less than the amount of the Client’s payment obligations to the Investment Banking Firm in accordance with the Master Agreement and tariffs of JSC ALFA-BANK, which term/deadline/time limit expired.

The Parties agree that if the contractual debit transfer is made from the account(s) opened to the Client in the foreign currency, the Client shall entrust JSC ALFA-BANK, and JSC ALFA-BANK has the right (1) to make contractual debit transfer of funds in foreign currency in the amount equivalent to the amount of the obligation at the official exchange rate of the National Bank of Ukraine set on the date of debit transfer, and (2) to sell debited amount of funds in foreign currency on the foreign

exchange market of Ukraine at the official rate of the National Bank of Ukraine as of the date of sale, and (3) to direct an amount of funds in the national currency of Ukraine received after sale on the foreign exchange market of Ukraine for fulfillment of the Client's payment obligations to the Investment Banking Firm arising from this Master Agreement.

If after sale of foreign currency by JSC ALFA-BANK and direction of an amount of funds in the national currency of Ukraine received from its sale for fulfillment of the Client's monetary obligations to the Investment Banking Firm, there is a balance in national currency from sold foreign currency, such balance shall be credited onto the Client's account in national currency opened with JSC ALFA-BANK or, if there is no the Client's account in national currency in JSC ALFA-BANK, to any other account (in national currency) in any other bank, which will be determined by the Client in his/her letter/application addressed to the Investment Banking Firm.

The contractual debit transfer of funds specified in this clause of the Master Agreement is the right, not the obligation of JSC ALFA-BANK. The decision to make/not to make the above contractual debit transfer of funds shall be adopted by JSC ALFA-BANK at its discretion and does not require signing of additional applications, agreements, documents and does not affect the amount and procedure of fulfillment of obligations under the above agreements.

## **VI. CONFLICT OF INTEREST POLICY**

6.1. In order to prevent a conflict of interest with the Client or several Clients, the Investment Banking Firm conducts professional activities on the capital markets subject to the obligations and restrictions established by this Master Agreement and the applicable laws of Ukraine.

6.2. In case the Investment Banking Firm has a conflict of interest with its Client in connection with the interest in the transaction provided for in this Master Agreement on the part of related parties of the Investment Banking Firm and/or its officials and/or its specialists certified in the manner prescribed by the law, the Investment Banking Firm shall be obliged to notify the Client before the services are provided to the Client and to obtain written consent of the Client to such transaction.

6.3. When conducting transactions with financial instruments, the Investment Banking Firm shall be obliged to take actions to avoid a conflict of interest arising in the course of providing services, notify the Client of the general nature and/or sources of conflicts before taking actions on his/her instruction.

6.4. The conflict of interest policy of JSC ALFA-BANK is published on the website of the Investment Banking Firm at: <https://alfabank.ua/upload/Kodeksu.pdf> and is the main document of the Investment Banking Firm, which provides principles and conceptual advice for the Investment Banking Firm in identifying, managing and preventing a conflict of interest and risk minimization.

This Policy describes the procedures aimed at resolving and preventing conflicts of interest when conducting professional activities on the capital markets and measures that should be taken to achieve

this goal, and also contains the provisions from the below list that are necessary to ensure the required degree of independence:

- efficient procedures to prevent or control the exchange of information between relevant persons engaged in the activities that involve a risk of conflict of interest, if the exchange of this information may harm interests of one or more clients;
- separate supervision of relevant persons, whose main functions are to conduct activities on behalf of clients or provide services to clients whose interests may conflict, or who otherwise represent various interests that may conflict, including interests of the Investment Banking Firm;
- elimination of any direct link between remuneration of relevant persons primarily engaged in the same activities and remuneration or income received by other relevant persons primarily engaged in another activity, if a conflict of interest may arise in respect of such activity;
- measures aimed at preventing or limiting an unacceptable influence of any person on the ways in which relevant person provides investment services or conducts such activities;
- measures aimed at preventing or controlling simultaneous or sequential involvement of relevant person in investment services or activities, if such involvement may harm appropriate management of conflict of interest.

To determine types of conflict of interest arising from the provision of investment services, the existence of which may harm interests of the Client, the Investment Banking Firm shall consider whether the Investment Banking Firm, relevant person or a person who has direct or indirect control over the Investment Banking Firm may fall into any of the following situations:

- the Investment Banking Firm or specified person will be able to obtain financial benefit or avoid financial loss at the expense of the Client;
- the Investment Banking Firm or specified person has an interest as a result of the provision of services to the Client or as a result of a transaction conducted on behalf of the Client, which differs from interest of the Client as a result of such transaction;
- the Investment Banking Firm or specified person has financial or other incentive to give preference to interests of another Client or group of Clients over interests of the Client;
- the Investment Banking Firm or specified person conducts the same type of activity as the Client;
- the Investment Banking Firm or specified person receives or will receive from a person, other than the Client, an incentive in connection with service provided to the Client, in the form of monetary or non-monetary benefits or services.

6.5. The Client confirms that he/she has been provided with relevant information on the general nature and/or sources of potential conflict of interest as of the date of concluding the Master Agreement.

## **VII. TERM OF THE MASTER AGREEMENT**

7.1. The Master Agreement shall be deemed to have been concluded as from the time the Client accepts the Public Offer and joins the Master Agreement and shall remain valid for an indefinite period of time. The Master Agreement may be terminated by consent of the Parties, as well as on the grounds provided for in this Master Agreement and/or applicable law.

7.2. Each Party has the right to terminate this Master Agreement by notifying the other Party in writing no later than 20 (twenty) business days prior to scheduled date of termination.

7.3. The Parties agree that the date specified in the notice as the date of termination of the Master Agreement is the date agreed by the Parties. If there are outstanding obligations on this date (agreements that have not been fulfilled or terminated by the Parties), the Master Agreement shall continue to apply to such obligations (agreements) until final fulfillment or termination thereof. The date of delivery of the notice shall be the date of receipt thereof by the Party.

7.4. Upon entry into force of the Master Agreement, all preliminary negotiations between the Parties concerning it, as well as correspondence, preliminary agreements and/or protocols of intent on the matters relating in any way to the Master Agreement, shall become null and void.

## **VIII. DECLARATION OF RISK FACTORS**

8.1. The Client is aware of all risks of transactions with financial instruments, assumes all possible risks that may arise from transactions with financial instruments in accordance with the Order/agreement, as evidenced by signing the Declaration of Risk Factors set out in Annex 13 to this Master Agreement.

8.2. The Client confirms that he/she has been informed by the Investment Banking Firm about all types of risks associated with the investment services, as well as the information about risk factors associated with the activities on the capital markets.

8.3. The Client recognizes that investments in financial instruments are associated with particular market risks, and the value of his/her financial instruments may increase and decrease depending on external factors affecting capital markets.

8.4. When submitting the Orders to the Investment Banking Firm for purchase, sale or exchange of financial instruments and other transactions with financial instruments not prohibited by the applicable laws of Ukraine, the Client shall take into account risks under the Declaration of Risk Factors, attached as Annex 13 to this Master Agreement.

## **IX. INFORMATION EXCHANGE BETWEEN THE PARTIES OF THE MASTER AGREEMENT**

9.1. Information in the context of this Master Agreement means any documents provided in connection with fulfillment of this Master Agreement by the Parties, in particular: applications,



instructions, letters, references, notices, orders, inquiries, requests, questionnaires, cards, certificates, balance sheets and other documents related to this Master Agreement, as well as their copies certified in compliance with the applicable law.

9.2. The Parties agree that scanned copies of documents provided under the terms of this Master Agreement shall have the same legal force as the original documents, and the Parties shall exchange (provide) the original documents no later than the time limit specified in clause 5.4.6 of Section V of this Master Agreement.

Transactions and documents concluded using qualified electronic signatures of representatives of the Parties and/or qualified electronic seals of the Parties shall have the same legal force and give rise similar rights and obligations for the Parties as those signed in person.

9.3. The information exchange under this Master Agreement between the Parties may be in the form of a paper document (the “paper form”) and/or in the form of an electronic document, including by exchanging SWIFT messages in accordance with the Laws of Ukraine On Electronic Documents and Electronic Document Flow, On Electronic Trust Services (the “electronic form”), in accordance with the procedure prescribed in this section of the Master Agreement, except as provided by the applicable laws and/or this Master Agreement requiring the provision of information to the Party only in one of the forms.

9.4. Being guided by the provisions of Article 207 of the Civil Code of Ukraine, the Investment Banking Firm offers to the Client, for the purpose of transactions executed via the channels of My Alfa-Bank System and/or Sense Superapp and/or Diia App, between the Investment Banking Firm and the Client, which provide for signing the individual part and other documents under the Master Agreement and may be concluded during the term of the Master Agreement, an opportunity to sign such documents using an analogue of handwritten signature of the authorized person of the Investment Banking Firm and/or seal of the Investment Banking Firm, reproduced by means of copying, which samples are given in this clause, namely:

Підпис начальника відділу цінних паперів та зовнішніх ринків та печатка Інвестиційної фірми



Signature of the Head of the Unit of Securities and Foreign Markets A.Yu.Rudenko  
and seal of the Investment Banking Firm/*signature*/

[Seal: JOINT-STOCK COMPANY ALFA-BANK \* Kyiv \* Ukraine \* identification code 23494714]

By accepting the Public Offer, the Client acknowledges his/her unconditional consent to the use of an analogue of handwritten signature of the authorized person of the Investment Banking Firm and/or seal of the Investment Banking Firm, reproduced by means of copying, which samples are given in

this clause for the purpose of entering into transactions specified herein, and confirms that entering into transactions specified in this clause using an analogue of handwritten signature of the authorized person of the Investment Banking Firm and/or seal of the Investment Banking Firm, reproduced by copying, is free will of the Parties, corresponds to the internal will of the Parties of this Master Agreement and in no way violates rights of the Parties.

9.5. The exchange of documents provided on the terms of this Master Agreement may be as follows:

- using a network of SWIFT-messages of a respective format, as defined by the international standards (if available) for confirmation of transactions;
- using the electronic banking system/Client-Bank, Diia App if it is specified that such documents shall be provided in an electronic form;
- by e-mail using encryption of attachments for the exchange of scanned copies of documents and electronic documents created in accordance with Section IX of this Master Agreement;
- by courier;
- by mail.

9.6. The electronic documents (notices/orders) shall be exchanged between the Parties in the course of interaction of the Parties when providing the investment services by transferring to any of the Parties that is the addressee of such document (notice/order).

9.7. In accordance with the requirements of the legislation of Ukraine, which provide for the possibility of information exchange between the Parties through the SWIFT network, the documents shall be exchanged between the Parties under this Master Agreement through the SWIFT network.

## **X. BEST PERFORMANCE POLICY**

10.1. The Investment Banking Firm shall fulfill its obligations with aim to take all necessary measures to obtain the best possible result for the Client to the extent that the Investment Banking Firm fulfills the Order or a particular aspect of the Order following the specific instructions from the Client.

If the Investment Banking Firm fulfills the Order on behalf of non-professional client, the best possible result shall be determined taking into account all costs, including price of financial instrument and cost of fulfillment, which include all costs incurred by the Client directly in connection with fulfillment of the Order, including payment for the place of fulfillment, commission fee for clearing and settlement services and all other fee and commission expenses paid to third parties involved in fulfillment of the Order.

10.2. The Client has the right to provide the Investment Banking Firm with a limit Application for purchase/sale of financial instruments at the price (rate of return) stipulated by the Client.

10.3. The Investment Banking Firm shall not be entitled to provide the investment services related to acceptance, transfer and fulfillment of the Order/individual part to the Clients who have not been

notified in advance of recording their telephone conversations and/or e-mails and/or logging of actions that lead or may lead to conclusion of the agreement and/or receiving the Order.

10.4. The Investment Banking Firm shall keep record of transactions concluded for fulfillment of the Orders and subsequent instructions (directions) related thereto, which were received from the Client, and immediately register and store information, to the extent that it applies to the Order or the adopted decision to conclude a transaction.

## **XI. INFORMATION PROTECTION PROCEDURES**

11.1. The Parties undertake to take all possible measures to prevent possible disclosure of confidential information under this Master Agreement.

11.2. The transfer of confidential information to third parties, publication or any other dissemination thereof, including disclosure thereof, may be made only by mutual written consent of the Parties, except as provided by the applicable law of Ukraine or this Master Agreement.

11.3. The confidentiality terms shall not apply to publicly available information provided or received by public authorities or local self-governments.

11.4. During the term of this Master Agreement and 5 (five) years after termination thereof, the receiving Party under this Master Agreement shall not disclose the received confidential information to third parties and shall not use it for its own benefit, other than for fulfillment of obligations under the Master Agreement. As to non-disclosure of personal data of clients and/or employees of the disclosing Party, the terms of this Master Agreement shall not be limited.

11.5. The receiving Party under the Master Agreement shall keep the same degree of confidentiality in order to avoid the disclosure or use of such information as it would keep in respect of its own Confidential Information.

11.6. Both Parties agree that any information transferred in oral form shall be treated as Confidential Information only if confidential nature of such information is confirmed in writing within 7 (seven) business days of its oral disclosure.

Prior to the expiry of specified period of time, the receiving Party shall keep any orally disclosed information for specified 7 (seven) business days in accordance with the terms of this Master Agreement.

11.7. All confidential information transferred in any form in accordance with the Master Agreement is and remains the exclusive property of the disclosing Party.

11.8. In order to prevent an unauthorized access to confidential information, the Parties shall be obliged to take measures to ensure preservation of confidential information, as well as the specifics of work with electronic documents that contain confidential information.

11.9. The information shall not be treated as confidential and/or a trade secret of the Party, and the receiving Party shall have no obligation to provide such information if it meets the requirements of one of the below provisions:

- information not marked as confidential;
- the right to disclose this information is granted by written permission of the disclosing Party;
- if one Party is obliged in accordance with the requirements of the legislation of Ukraine to provide the confidential information of the other Party on the basis of a court decision or at the request of investigators or other competent public authorities, including for the purposes of preventing and counteracting to legalization (laundering) of the proceeds from crime, terrorist financing and the financing of the proliferation of weapons of mass destruction, then the first Party may provide such information in accordance with the procedure and only to the extent required by the court decision or competent public authority.

11.10. The Parties undertake to take all necessary measures to preserve the confidentiality of information from disclosure, namely:

- provide an access to confidential information only to a limited number of specialists who need to directly use such information to fulfill their official duties;
- before receiving confidential information, the specialist shall be obliged to provide a written commitment not to disclose confidential information, to which he/she has an access;
- not to use information in the design of its own technological processes, or in any other way without prior written consent of the disclosing Party;
- immediately notify the contact person of the disclosing Party of the attempts to gain an unauthorized access thereto, as well as disclosure (loss) of such information;
- not to exchange information through telephone or local area networks, as well as using the Internet, if information protection means in these networks do not meet the conditions that satisfy the Parties and are not previously agreed in writing by the Parties;
- not to make copies of documents in the quantity more than is usually necessary for the fulfillment of official duties, to destruct copies if they are not needed.

11.11. The receiving Party under the Master Agreement shall be responsible for:

- disclosure or use of confidential information, if the Party does not comply with the requirements of this Master Agreement as to preservation of such information;
- unauthorized disclosure or use of confidential information and/or trade secret of the Party by persons who work or have worked for hire, if the Party fails to ensure the protection of confidential information in accordance with the requirements of this Master Agreement;
- intentional violation of confidentiality in order to obtain illicit income, access to markets where the Parties have common interests, gaining other benefits not provided for in the Master Agreement.

11.12. A Party guilty of failure to comply or improper compliance with the terms of this Section shall reimburse the other Party to the fullest extent for all actual damages related to such violation.

11.13. By signing this Master Agreement, the Parties confirm the fact that they have taken and will take all necessary actions to ensure observance of the rights of persons whose personal data may be accessed by another Party in the course of interaction in accordance with this Master Agreement, including:

- informed the said persons about the purposes and grounds for processing their data, as well as about third parties to whom their personal data may be transferred, in particular about the transfer of their personal data to another Party, and obtained their written consent to transfer their personal data by any third parties, in particular to the other Party;

- provided the said persons with information about the other Party as a person to whom their personal data will be transferred in order that Party could fulfill its obligations under this Master Agreement and/or exercise its rights under this Master Agreement.

11.14. Each Party guarantees that it has the right to transfer personal data to the other Party and to any persons who are in an employment relationship with the other Party or are involved by the other Party in the process of fulfillment of its obligations under this Master Agreement and/or exercise of its rights under this Master Agreement, and that the other Party may process received from such Party personal data of persons, whose personal data may be accessed by the other Party in the process of interaction between the Parties of this Master Agreement, including persons authorized to act on behalf of such Party. Each Party shall reimburse the other Party or any person who is in an employment relationship with such Party or is involved by such Party in the fulfillment of its obligations under this Master Agreement and/or exercise by such Party of its rights under this Master Agreement, for all losses and expenses incurred in connection with failure of the Party to fulfill its obligations under this clause, and/or in connection with invalidity of confirmations of the Party referred to in this clause.

11.15. If at the time of signing this Master Agreement by the Parties, either Party fails to receive from persons whose personal data may be accessed by the other Party in the process of interaction of the Parties under this Master Agreement the permits referred to in this clause and/or fails to notify/provide such persons with information specified in clause 11.13, such Party shall obtain such permits and notify/provide such information to such persons until the other Party transfers personal data of such persons or provides an access to their personal data to relevant persons of such Party.

11.16. The Client shall give the Investment Banking Firm a consent to transfer the Client's personal data, to disclose the professional secrecy in the capital markets and other confidential information about the Client under the Individual Agreement and the Individual Part of the Master Agreement to Diia state-owned enterprise and the Ministry of Digital Transformation of Ukraine so as to enable the

Parties using Diia App to enter into and implement such Individual Agreement and the Individual Part of the Master Agreement.

## **XII. FINANCIAL MONITORING AND CERTAIN TAXATION ASPECTS**

12.1. By signing this Master Agreement, either Party grants the other Party the right (permission) to disclose to the U.S. Internal Revenue Service the information about itself and its transactions that constitute a bank secrecy, if such Party is a U.S. person or entity in which U.S. persons have substantial share (the “U.S. person”) within the meaning of section of the U.S. Internal Revenue Code of 1986, known as Foreign Account Tax Compliance Act, including instructions from the U.S. Department of the Treasury and the U.S. Internal Revenue Service (FATCA). The Parties and authorized persons of the Parties shall be obliged to provide, at the request of the other Party, within a specified period of time, the information and documents relating to tax status of the Party, including those completed in accordance with IRS requirements in W-8 or W-9 form or other information and documents, necessary to comply with the Agreement between the Government of Ukraine and the Government of the United States of America for improvement of tax rules and application of the provisions of the U.S. Foreign Account Tax Compliance Act (FATCA). In the event of acquiring the status of U.S. person, no later than 10 (ten) calendar days as from the date of acquiring the status of U.S. person, such Party shall provide the other Party with W-9 form indicating taxpayer identification number (TIN/EIN) and a copy of IRS Form SS-4. If a Party has or has acquired the status of U.S. person, it shall provide, along with IRS Form W-9, a power of attorney in the name of the authorized person of that Party stating the exact right of that authorized person to sign tax documents, including IRS Form W-9 and other forms required to comply with the requirements of the Foreign Account Tax Compliance Act (FATCA).

12.2. Either Party has the right to refuse the other Party to make payments in favor of recipients (beneficiaries), if:

- there is information obtained in the manner prescribed by the legislation of Ukraine on their involvement in terrorist activities;
- they are subject to restrictive measures (sanctions) according to the legislation of Ukraine;
- they are included in the List of Specially Designated Nationals and Blocked Persons, compiled by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC SDN List) and posted on the website: [www.ustreas.gov](http://www.ustreas.gov);
- they are included in the United Nations Security Council Consolidated List;
- they are included in the Consolidated list of EU financial sanctions and Consolidated list of persons, groups and entities subject to EU financial sanctions (Restrictive measures (sanctions) in force);
- they are included in the lists of Her Majesty’s Treasury of the United Kingdom (HMT), the Hong Kong Monetary Authority (HKMA), the Monetary Authority of Singapore (MAS);

- they are registered or located in the offshore areas or in the country that does not cooperate with FATF or does not comply with the requirements of Section U.S. The Internal Revenue Code of 1986, known as the Foreign Account Tax Compliance Act, including U.S. Treasury Regulations Relation to Information Reporting by Foreign Financial Institutions and Withholding on Certain Payments to Foreign Financial Institutions and Other Foreign Entities and explanations of the U.S. Internal Revenue Service (FATCA).

12.3. Either Party shall be obliged to provide on first demand of the other Party, within the period specified by the other Party, the documents and/or information necessary for the other Party to carry out the identification procedures under the applicable laws of Ukraine, including clarified information on identification and verification of the other Party, provide W-8 or W-9 forms completed in accordance with the requirements of the U.S. Internal Revenue Service (or other information and documents prescribed by FATCA), assessments of the financial position and/or financial monitoring of transactions in the course of interaction under this Master Agreement, as well as fulfillment of functions of a currency control agent.

12.4. The Client certifies and warrants that the Client/authorized person is not a U.S. person (unless the Client/authorized person has provided other information to the Investment Banking Firm along with W-9 form completed in accordance with the requirements of the U.S. Internal Revenue Service indicating taxpayer identification number of the Client or authorized person).

12.5. The Investment Banking Firm certifies and warrants that the Investment Banking Firm, the authorized person of the Investment Banking Firm is not a U.S. person (unless the Investment Banking Firm/the authorized person of the Investment Banking Firm has provided other information along with W-9 form completed in accordance with the requirements of the U.S. Internal Revenue Service indicating taxpayer identification number of the Investment Banking Firm or the authorized person of the Investment Banking Firm).

12.5. When carrying out transactions with individuals and non-residents in order to fulfill the functions of a tax agent by the Investment Banking Firm, the Client shall provide the Investment Banking Firm with a set of documents set forth in Annexes 14.1, 14.2, 14.3, 14.4 of this Master Agreement in accordance with its tax status in the territory of Ukraine.

### **XIII. LIABILITY OF THE PARTIES**

13.1. Defaulting Party shall be liable for failure to fulfill or improper fulfillment of obligations under this Master Agreement and Agreements/Orders concluded on the basis of its terms in accordance with the applicable legislation of Ukraine and the provisions of this Master Agreement.

13.2. For failure to fulfill or delay in fulfillment of obligations over transactions (except for transactions conducted in the System or via Diia App) under this Master Agreement and transactions concluded on the basis of its provisions, the defaulting Party shall pay a penalty to the affected Party

in the amount of double discount rate of the National Bank of Ukraine, prevailing in the period for which a penalty is charged, of the outstanding amount or total value of undelivered financial instruments for each day of delay. In this case, the total amount of penalty under the agreement may not exceed 10% of the total contractual value of financial instruments.

For the transactions conducted in the System or via Diia App, the agreement shall be deemed to have been terminated by consent of the Parties if no settlements were made, or no transfer of ownership of securities took place on the date specified in the Individual Agreement, whereas the fines and/or penalties shall not be charged/paid.

13.3. In case of failure to fulfill obligations in transactions under this Master Agreement and transactions concluded on the basis of its provisions, except for the penalty referred to in clause 13.2 of Section XIII of this Master Agreement, at the end of the next business day following the expiry of the term for fulfillment of the obligation, the other Party has the right to unilaterally withdraw from the agreement, by notifying the defaulting Party. In this case, the defaulting Party shall be obliged, in addition to the penalty, to pay the other Party a fine in the amount of 10% (ten percent) of the total contractual value of financial instruments within 3 (three) banking days as from the date of notice of withdrawal. The defaulting Party shall also sign the minutes of termination of the agreement within 3 (three) banking days upon receipt of the notice of withdrawal from the agreement, as well as return to the other Party all documents received under this agreement within the same period.

13.4. For delay in the transfer of the original documents by the Clients in accordance with clause 5.4.6, which are an integral part of this Master Agreement, which were signed and provided to the Investment Banking Firm in the form of scanned copy in an electronic form, the Investment Banking Firm shall have the right to require the Client to pay the Investment Banking Firm a fine in the amount of 0.1% of the transaction amount and terminate this Master Agreement unilaterally.

13.5. Penalties (fines) under the agreement or in connection with it shall be paid on the first demand of either Party. Payment of the penalty under the agreement shall not release the guilty Party from fulfillment of obligations under the agreement, unless otherwise follows from the provisions of the agreement.

#### **XIV. MUTUAL RECOGNITION OF ELECTRONIC DOCUMENTS**

14.1. The Parties of this Master Agreement mutually recognize the documents drawn up by them in an electronic form in accordance with the established procedure using the Qualified Electronic Signature (QES) and confirm that legal force of electronic documents may not be denied solely because they have an electronic form (and/or have no paper counterpart). Providing a Party with a document duly drawn up in an electronic form using the QES may not be the ground for claiming a paper analogue of the document.



14.2. Preparing, signing, sending and receiving the documents in an electronic form shall be made by the Parties in accordance with the requirements of the legislation of Ukraine.

14.3. The Parties shall be obliged to:

- ensure timely acceptance or renewal of private keys and seal keys;
- keep an archive of sent files of documents bearing QES. Keep this archive for the period provided by the law for storage of such documents on paper;
- ensure the acceptance and processing of documents in an electronic form as soon as possible;
- ensure storage and confidentiality of documents received in an electronic form;
- send a notice to the other Party in case of software update or introduction of new formats of electronic documents, software and hardware and technological means to improve electronic document flow by posting the information on the website of the Investment Banking Firm.

14.4. The Parties shall have the right to:

- send documents to the other Party in an electronic form in compliance with the requirements for formats and mandatory details of documents specified by the legislation of Ukraine on electronic document flow;
- introduce new software and hardware and technological means designed to improve electronic document flow between counterparties.

14.5. In case of disputes related to the authenticity of documents in an electronic form and time of sending thereof, the interested Party shall send a written notice to the other Party justifying the reason for its request and indicating the date and number of disputed electronic document (the “request”).

The request shall be filed within 5 days as from the time of revealing the reason for the request and shall be considered by the other Party subject to a written response within 5 days upon receipt of the request.

## **XV. DISPUTE RESOLUTION**

15.1. Judicial protection of rights and legitimate interests of the Parties and resolution of disputes (not resolved by the Parties through negotiations) that arise or may arise between the Parties on the execution, amendment, termination of this Master Agreement and other agreements concluded for fulfillment thereof shall be provided by the court in accordance with the requirements of the applicable laws of Ukraine. The law governing the relations of the Parties under this Master Agreement is the law of Ukraine.

15.2. The Investment Banking Firm and the Client shall not be liable (fully or partially) to each other, if failure to fulfill or improper fulfillment of obligations was the result of circumstances beyond control of the Parties, including force majeure circumstances (the “force majeure”). The Parties agreed that force majeure includes: natural disasters, extreme weather conditions, fires, wars, strikes, hostilities, civil unrest, etc., as well as actions and decisions of international organizations, competent

authorities of Ukraine and/or other states relating to the subject matter of the agreement, including imposition of any prohibitions/restrictions/sanctions on countries/persons/goods/services (the “international sanctions”), however not limited to, as well as inability of the Investment Banking Firm to provide transfers using SWIFT/QES systems on any grounds, or changes in legislation and other regulations that have made it impossible for them to fulfill their obligations under this agreement, illegal interference in the banking computer network (cyberattack), etc. Upon termination of force majeure, the Parties shall make every effort to eliminate or reduce the consequences of such circumstances.

15.3. The period of release from liability commences as from the time of announcement by the defaulting Party of force majeure circumstances, as confirmed by relevant certificate issued by the Chamber of Commerce and Industry of Ukraine or other evidence provided by the applicable legislation, and expires upon termination thereof or until possible termination thereof if the defaulting Party took measures that it could really take to get out of force majeure circumstances. Force majeure automatically extends the term of obligations for the period of occurrence thereof and elimination of consequences, unless otherwise agreed by the Parties. The Parties shall immediately inform each other of the occurrence of force majeure circumstances.

15.4. If force majeure lasts more than 6 months, each of the Parties has the right to refuse further fulfillment of obligations under the agreement, in which case neither Party is entitled to compensation by the other Party for possible damages.

## **XVI. REMUNERATION ACCRUAL AND PAYMENT PROCEDURE**

16.1. For the provision of investment services by the Investment Banking Firm, the Client shall be obliged to pay a remuneration/commission fee in the amount and in the manner specified in this Master Agreement. The Client has an opportunity to familiarize himself/herself with the information on the type of investment services, remuneration amount, accrual and payment procedure on the website of the Investment Banking Firm: <http://alfabank.ua>.

## **XVII. AMENDMENTS TO THE MASTER AGREEMENT**

17.1. Not later than 3 (three) business days prior to the proposed date of making amendments, the Investment Banking Firm shall make a proposal to amend the Master Agreement indicating the date of such amendments by posting a notice on the official website of the Investment Banking Firm on the Internet at [alfabank.ua](http://alfabank.ua).

The Client undertakes to independently monitor the presence/absence of the offers of the Investment Banking Firm as to making amendments to the Master Agreement, as specified in this clause of the Master Agreement, on the official website of the Investment Banking Firm on the Internet. The Parties agreed that the Client’s disagreement with the proposal of the Investment

Banking Firm to amend the Master Agreement is a discrepancy which on the basis of Part 2 of Article 649 of the Civil Code of Ukraine is subject to judicial resolution. If the Client within 3 (three) business days fails to apply for court resolution of discrepancies between the Investment Banking Firm and the Client regarding amendments to the Master Agreement, it is considered that the proposal of the Investment Banking Firm as to amendments to the Master Agreement is accepted by the Client in accordance with Part 3 of Article 205 of the Civil Code of Ukraine. The procedure for making amendments to this Master Agreement specified in this clause shall apply in cases where no other procedure is established by any other terms of this Master Agreement.

17.2. In the event of making decision to cancel the License of the Investment Banking Firm to engage in professional activities on the capital markets – trading in financial instruments, the Client and the Investment Banking Firm shall take all necessary actions to execute, terminate or amend the Master Agreement before the decision on cancelation of the license of the Investment Banking Firm becomes effective or respective agreement with another Investment Banking Firm is concluded, of what, if necessary, a respective additional agreement to the Master Agreement shall be concluded.

## **ADDRESSES AND DETAILS OF THE INVESTMENT BANKING FIRM**

### **INVESTMENT BANKING FIRM: JOINT-STOCK COMPANY ALFA-BANK**

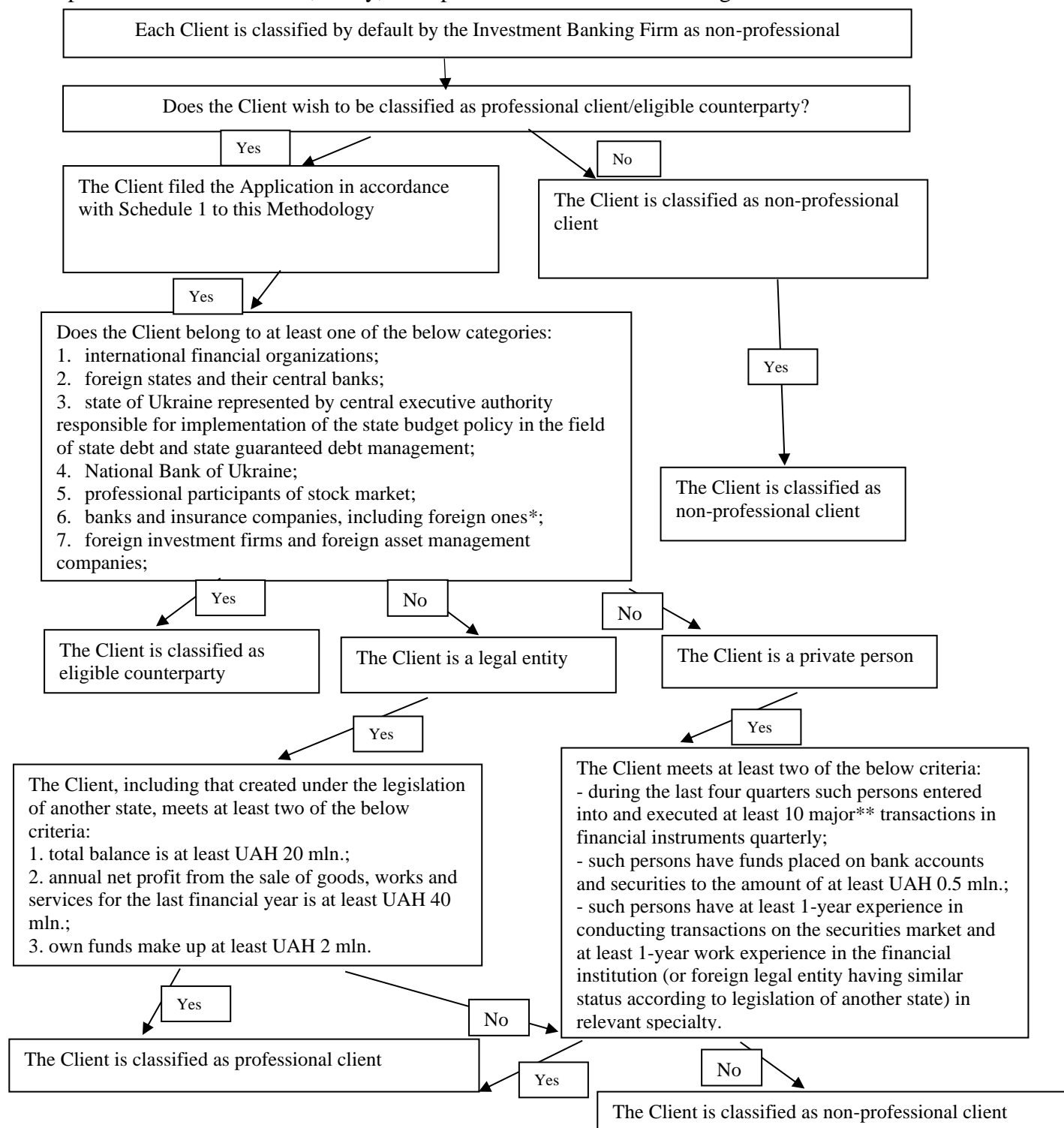
Registered office address: 100 Velyka Vasylkivska St., Kyiv, 03150, Ukraine  
USREOU code 23494714

On behalf of the Investment Banking Firm:

**Head of the Unit of Securities and  
Foreign Markets of JSC ALFA-BANK  
A.Yu.Rudenko**

**CLIENT ASSESSMENT METHODOLOGY\***

Regarding the obligation to conduct the Client assessment in accordance with the requirements of the legislation, the Investment Banking Firm informs you that the Client and the Authorized Person/Legal Representative of the Client, if any, shall provide/confirm the following information:



\*Qualified investors refer to foreign financial institutions operating in the capital markets of the European Union, Great Britain, the United States of America, Canada and Japan, subject to appropriate authorization (for banking and/or insurance activities in the capital markets)

\*\* a transaction in financial instruments to recognize an entity as a qualified investor shall be major if  
 a) the market value of property (works, services), which is the subject matter thereof, is 10 percent or more of the company's assets value according to the latest annual financial statements - in case a legal entity applies to the investment firm;  
 b) the value of the transaction subject matter exceeds 5 percent of the total annual income of the entity - in case a private person applies to the investment firm.

\*

1. The Investment Banking Firm may, on its own initiative or at the request of the Client, treat such Client as:

- a non-professional or professional client, if this client is or may be classified as eligible counterparties;
- a non-professional client, if this client is classified as a professional client.

2. If an eligible counterparty does not indicate which client he/she shall be treated, the Investment Banking Firm shall treat the eligible counterparty as a qualified investor.

3. If an eligible counterparty explicitly claims to be treated as unqualified investor, the Investment Banking Firm shall recognize the eligible counterparty as unqualified investor.

4. Notwithstanding recognition of a person as a qualified investor, such person has the right to submit to the Investment Banking Firm at any time a written application/confirmation that he/she wishes to be subject to the provisions of the legislation on unqualified investors in the future regarding one or more investment services or a particular transaction(s) in respect of financial instruments, and the Investment Banking Firm may agree to provide a higher level of protection.

**QUESTIONNAIRE  
TO DETERMINE CLASSIFICATION OF THE CLIENT – PRIVATE PERSON**

**CLIENT:** Full name, passport series and number, taxpayer registration account number TIN, residence address

Regarding the obligation to assess the appropriateness and relevance of investment services in accordance with the applicable laws, the Investment Banking Firm hereby informs you that the Client has to provide the information on knowledge and experience in investing, financial position of the person and its resilience to risks, as well as investment objectives and indicative terms of investment.

In accordance with this requirement, please complete the questionnaire form below and provide the following information:

No.	Question	Answer
1	Do you have at least one year of investment experience or finance work experience?	Yes / No
2	In the last 4 quarters, have you entered into at least 10 securities agreements per quarter totalling more than UAH 50,000, and has the value of securities under the agreement exceeded 5% of your total annual income?	Yes / No
3	Do you have funds on bank accounts or securities accounts amounting to UAH 500,000?	Yes / No

**Client:** \_\_\_\_\_

**Registration address:** \_\_\_\_\_

**Postal address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Date of signature:** \_\_\_\_\_

**QUESTIONNAIRE  
TO DETERMINE CLASSIFICATION OF THE CLIENT – LEGAL ENTITY**

**CLIENT:** \_\_\_\_\_ (name), represented by \_\_\_\_\_, acting under \_\_\_\_\_

Regarding the obligation to assess the appropriateness and relevance of investment services in accordance with the applicable laws, the Investment Banking Firm hereby informs you that the Client has to provide the information on knowledge and experience in investing, financial position of the entity and its resilience to risks, as well as investment objectives and indicative terms of investment.

In accordance with this requirement, please complete the questionnaire form below and provide the following information:

No	Question	Answer
1	Do you belong to at least one of the following categories: 1. international financial organizations; 2. foreign states and their central banks; 3. state of Ukraine represented by central executive authority responsible for implementation of the state budget policy in the field of state debt and state guaranteed debt management; 4. National Bank of Ukraine; 5. professional participants of stock market; 6. banks and insurance companies, including foreign ones*; 7. foreign investment firms and foreign asset management companies?	Yes / No
2	Do you meet at least two of the below criteria: 1. total balance is at least UAH 20 mln.; 2. annual net profit from the sale of goods, works and services for the last financial year is at least UAH 40 mln.; 3. own funds make up at least UAH 2 mln.?	Yes / No
3	Do you meet at least two of the below criteria: - during the last four quarters such entities entered into and executed at least 10 major transactions in financial instruments each quarter**; - such entities have funds placed on bank accounts and securities accounts to the amount of at least UAH 0.5 mln.; - such entities have at least 1-year experience in conducting transactions on the securities market and at least 1-year work experience in the financial institution (or foreign legal entity having similar status according to legislation of another state) in relevant specialty.	Yes / No

\* Qualified investors refer to foreign financial institutions operating in the capital markets of the European Union, Great Britain, the United States of America, Canada and Japan, subject to appropriate authorization (for banking and/or insurance activities in the capital markets)

\*\* a transaction involving financial instruments, to qualify an entity as a qualified investor, shall be major if: the total value of such transactions is not less than UAH 150 thousand and the market value of property (works, services), which is the subject matter thereof, is 10 percent or more of the company's assets value according to the latest annual financial statements - in case a legal entity applies to the investment firm;

\_\_\_\_\_ (Position)      \_\_\_\_\_ ( Full name)      \_\_\_\_\_ ( Signature, seal)

\_\_\_\_\_ ( Completion date)

### Notice of questionnaire and testing results

Based on the assessment results, the Investment Banking Firm hereby informs you that the Client may be classified as<sup>1</sup>:

1. Qualified investor:
  - professional client;
  - eligible counterparty;
2. unqualified investor – non-professional client;

I have familiarized myself with the results.

\_\_\_\_\_ (Position)      \_\_\_\_\_ ( Full name)      \_\_\_\_\_(Signature, seal)  
 \_\_\_\_\_(Completion date)

### Notice of questionnaire and testing results<sup>2</sup>

Based on the assessment results, the Investment Banking Firm hereby informs you that the Client may be classified as qualified investor subject to compliance with the requirements and provision of documents specified in the Master Agreement, which requires contacting the Bank's branch, or in case the Client agrees to execute the agreements via the System as unqualified investor.

I have familiarized myself with the results and I agree to operate as unqualified investor for the purpose of executing the agreements via the System.

**Investment Banking Firm:**

**JSC ALFA-BANK**

Registered office address:

100 Velyka Vasylykivska St., Kyiv

Postal address: 100 Velyka Vasylykivska St., Kyiv,  
03150, Ukraine

USREOU code: 23494714

**Client:**

**[full name]**

Passport issued by

Registration number

Located at:

**On behalf of the Investment Banking Firm:**

**On behalf of the Client:**

**[facsimile]**

\_\_\_\_\_ **[full name]**

<sup>1</sup> Select the required

<sup>2</sup> When assessing the Client in the System



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### Application for change of the Client's category

I apply with the request to assign \_\_\_\_\_ to the category of qualified/unqualified investors.

This request concerns:

1. Transaction in financial instruments according to the Order\_\_\_\_\_/Agreement \_\_\_\_/
2. All subsequent transactions in financial instruments.

This Application confirms that:

- I have been warned about the consequences for the Client of submitting such application, including the protection that I may lose;
- I can make my own investment decisions and assume the associated risks;
- I am obliged to inform the Investment Banking Firm of any change that may affect non-compliance with the assessment criteria;
- I am informed that I have the right at any time to submit to the Investment Banking Firm a written application for enforcement of the legal provisions on unqualified investors in the future in respect of one or more investment services or a particular transaction(s) in financial instruments, and the Investment Banking Firm may agree to provide a higher level of protection.

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Full name)

\_\_\_\_\_  
(Signature, seal)

(Completion date)  
\_\_\_\_\_

<sup>3</sup> Specify full name, registration address, passport data and tax code, number and date of the Master Agreement (if any);

**QUESTIONNAIRE OF THE CLIENT-PRIVATE PERSON  
TO DETERMINE APPROPRIATENESS AND RELEVANCE OF INVESTMENT  
SERVICES**

**CLIENT:** Full name, passport series and number, taxpayer registration account number TIN, residence address

Regarding the obligation to assess the appropriateness and relevance of investment services in accordance with the applicable laws, the Investment Banking Firm hereby informs you that the Client and the Authorized Person/Legal Representative of the Client, if any, has to provide the information on knowledge and experience in investing, financial position of the person and its resilience to risks, as well as investment objectives and indicative terms of investment.

Appropriateness and relevance are assessed to enable the Investment Banking Firm to act in the Client's best interest.

In accordance with these legal requirements, please complete the questionnaire form below and provide the following information (one answer should be chosen for each question):

<b>Knowledge</b>		<b>Score</b>
<b>1</b>	What is your education level?	
	a	Secondary education
	b	Vocational-oriented education
	c	Higher education
<b>Experience</b>		
<b>2</b>	How would you describe your experience in financial markets?	
	a	I have no experience at all
	b	I have some experience
	c	I have extensive experience
<b>Term of investment</b>		
<b>3</b>	For how long do you plan to make an investment?	
	a	Up to one month
	b	Up to one year
	c	Over a year
<b>Resistance to risks and ability to incur losses</b>		
<b>4</b>	What statement is the most appropriate for you?	
	a	I do not want to take risks, the main thing is to save money
	b	I am ready to take risks to make a bigger profit
<b>Investment objectives</b>		
<b>5</b>	What is the purpose of your investment?	
	a	Try something new
	b	Make money from daily trading
	c	Make money in the long run
<b>Testing</b>		
<b>6</b>	When bond price increases, its yield	
	a	Increases
	b	Decreases
	c	Remains the same
<b>7</b>	Debt securities are	
	a	Futures
	b	Bonds
	c	Shares

Other information required to assess the appropriateness and relevance of investment services is presented and given:

- in the Questionnaire to determine classification of the client, which is an integral part of the Investment Services Master Agreement, in accordance with the applicable laws;
- in the documents submitted in the framework of client due diligence in accordance with the Regulation On Financial Monitoring by Banks approved by NBU Board Resolution No. 65, dated 19 May 2020.

**Questionnaire results:**

Ability to work with the below financial instruments:	Score gained by the Client based on the results:
Bonds	Up to 26
Futures	Up to 40
Shares	Up to 45

**Testing results:**

Ability to work with the below financial instruments:	Score gained by the Client based on the results:
Bonds	1
Futures	2
Shares	2

**Client:** \_\_\_\_\_

**Registration address:** \_\_\_\_\_

**Postal address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

Date of signature: \_\_\_\_\_

**QUESTIONNAIRE OF THE CLIENT-LEGAL ENTITY  
TO DETERMINE APPROPRIATENESS AND RELEVANCE OF INVESTMENT  
SERVICES**

**CLIENT:** \_\_\_\_\_ (name), represented by \_\_\_\_\_, acting under \_\_\_\_\_

Regarding the obligation to assess the appropriateness and relevance of investment services in accordance with the applicable laws, the Investment Banking Firm hereby informs you that the Client and the Authorized Person/Legal Representative of the Client, if any, has to provide the information on knowledge and experience in investing, financial position of the entity and its resilience to risks, as well as investment objectives and indicative terms of investment.

Appropriateness and relevance are assessed to enable the Investment Banking Firm to act in the Client's best interest.

In accordance with these legal requirements, please complete the questionnaire form below and provide the following information (one answer should be chosen for each question):

I	Knowledge*		Score
<b>1</b>	<b>What is your education level?</b>		
	a	secondary education with a degree in economics	5
	b	secondary education with a degree, other than economics	3
	c	higher education (bachelor's or master's degree) majoring in economics	7
	d	higher education (bachelor's or master's degree) with a degree, other than economics	4
<b>2</b>	<b>Where did you learn about features of work with financial instruments?</b>		
	a	I am not aware of the features of work with financial instruments	2
	b	Courses, self-study	5
	c	Information from financial advisor	5
	d	Professional expertise	7
<b>3</b>	<b>Have you conducted the transactions involving financial instruments for the last 5 years?</b>		
	a	yes	6
	b	no	3
II	Experience*		Score
<b>4</b>	<b>How would you describe your experience in the capital markets (including investments, trading in financial instruments)?</b>		
	a	I have no experience in the capital markets.	3
	b	I have limited experience in the capital markets.	5
	c	I have some experience in the capital markets.	6
	d	I have extensive experience in the capital markets.	7
<b>5</b>	<b>What is the average term of capital market transactions executed by you (including investments, trading in financial instruments)?</b>		
	a	Less than 1 year	7
	b	Up to 1 -3 years	5
	c	More than 3 years	3
<b>6</b>	<b>What is the average amount of capital market transactions executed by you (including investments, trading in financial instruments)?</b>		
	a	UAH 0 – 100 000	4
	b	UAH 100 000 – 500 000	5
	c	UAH 500 000 – 1 000 000	6
	d	More than UAH 1 000 000	7
<b>7</b>	<b>What is the average volume of transactions in financial instruments over the last year?</b>		
	a	UAH 0 – 100 000	4
	b	UAH 100 000 – 500 000	5
	c	UAH 500 000 – 1 000 000	6
	d	More than 1 000 000	7
III	Ability to incur losses (financial position)		Score

<b>8</b>	<b>Estimate the financial standing of the company (total asset value)</b>		
	a	UAH 0 – 1 000 000	3
	b	UAH 1 000 000 – 5 000 000	4
	c	UAH 5 000 000 – 10 000 000	5
	d	More than UAH 10 000 000	7
<b>9</b>	<b>Indicate a share of your liquid assets as percentage</b>		
	a	Up to 25%	3
	b	25% to 50%	4
	c	50% to 75%	5
	d	75% to 100%	7
<b>10</b>	<b>What is the company's average monthly volume of funds accumulated for transactions other than core business?</b>		
	a	UAH 0 – 10 000	0
	b	UAH 10 000 – 100 000	4
	c	UAH 100 000 – 500 000	5
	d	More than UAH 500 000	7
<b>IV</b>	<b>Term of investment</b>		
<b>11</b>	<b>What term of investment into financial instruments is the most appropriate for a company?</b>		
	a	Up to 6 months. Funds may be needed	2
	b	Investments from 6 months to 1 year. Preference is given to short-term investments.	3
	c	Investments from 1 to 3 years. Preference is given to medium-term investments.	4
	d	Investments from 3 years. Preference is given to long-term investments.	5
	f	Short-term speculation	2
<b>V</b>	<b>Resistance to risks</b>		
<b>12</b>	<b>What statement is the most appropriate for the company in view of the above term of investment</b>		
	a	The company would like to avoid any risk, it is important to save money	2
	b	The company prefers lower but predictable rate of return, which the company can get with less risk	4
	c	The company is ready to take more risks to make a bigger profit	5
	d	If the company could gain additional profit and at the same time remain resistant to asset price fluctuations, it would take a risk	6
<b>13</b>	<b>The Company has built up securities portfolio for 10 years. In a year your portfolio will be reduced by 20%. What measures will be taken by the management?</b>		
	a	The Company will sell all securities	3
	b	The Company will continue to hold the securities	7
<b>14</b>	<b>What is the best option for the company?</b>		
	a	To get UAH 10 000 right now	3
	b	Toss up a coin: heads- to get UAH 25 000, tails – UAH 0	5
	c	Toss up a coin: heads- to get UAH 50 000, tails- to pay UAH 5000	7
<b>VI</b>	<b>Investment objectives</b>		
<b>15</b>	<b>What is the purpose of your current investment?</b>		
	a	maintaining the payroll budget	5
	b	financing for company development in the future	4
	c	accumulation of capital reserves	2
	d	capital increase	6
	d	speculation	7

\*To be completed in respect of a person who may enter into agreements on behalf of the Client in accordance with the submitted documents.

### Questionnaire results:

Ability to work with the below financial instruments:	Score gained by the Client based on the results:
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Bonds		Up to 26
Futures		Over 55
Shares		Up to 55
<b>Testing:</b>		<b>Score</b>
<b>1</b>	<b>What happens to the bond price when rate of return falls?</b>	
	a	Increases
	b	Decreases
	c	Remains unchanged
<b>2</b>	<b>Bond is:</b>	
	a	registered security certifying ownership rights of its holder, in respect of joint-stock company, including right to a portion of joint-stock company's profit in the form of dividends and a right to a portion of joint-stock company's property upon its liquidation, a right to manage joint-stock company and non-proprietary rights, provided by the Civil Code of Ukraine and the law governing the establishment, operation and termination of joint-stock companies.
	b	security certifying funds depositing by the first holder, determining loan relationship between the bondholder and the issuer, confirming the issuer's obligation to return to the bondholder its face value within the term prescribed by the prospectus or decision to issue securities/terms of their placement and pay income unless otherwise provided by the prospectus or decision to issue securities/terms of their placement.
<b>3</b>	<b>Share is:</b>	
	a	registered security certifying ownership rights of its holder, in respect of joint-stock company, including right to a portion of joint-stock company's profit in the form of dividends right to a portion of joint-stock company's property upon liquidation, right to manage joint-stock company and non-proprietary rights, provided by the Civil Code of Ukraine and the law governing the establishment, operation and termination of joint-stock companies.
	b	security certifying funds depositing by the first holder, determining loan relationship between the bondholder and the issuer, confirming the issuer's obligation to return to the bondholder its face value within the term prescribed by the prospectus or decision to issue securities/terms of their placement and pay income unless otherwise provided by the prospectus or decision to issue securities/terms of their placement.
<b>4</b>	<b>Diversification is:</b>	
	a	distribution of the investment portfolio between different instruments to reduce risk
	b	the process of constant replacement of some investment instruments with others
	c	speculation method aimed at high-risk transactions but with potentially high rates of return

### Testing results:

Ability to work with the below financial instruments:	Score gained by the Client based on the results:
Bonds	3
Futures	3
Shares	4

\_\_\_\_\_ (Position)                      \_\_\_\_\_ ( Full name)                      \_\_\_\_\_(Signature, seal)

\_\_\_\_\_ ( Completion date)

### Notice of questionnaire and testing results

**Based on questionnaire and testing results, we hereby inform you that the Investment Banking Firm may treat the Client as a party to the transactions with the following financial instruments:**

- Bonds
- Futures
- Shares

All other instruments are not relevant for the Client.

This is confirmed by questionnaire and testing results in accordance with the terms of the Master Agreement, indicating the non-conformity and irrelevance of such financial instruments for the Client in view of his/her knowledge and/or experience and/or needs.

Specified measures are to protect the Client from possible risks and losses and are taken in the interests of the Client.

**I have familiarized myself with the results.**

\_\_\_\_\_ (Position)      \_\_\_\_\_ (Full name)      \_\_\_\_\_ (Signature, seal)  
 \_\_\_\_\_ (Completion date)

### Notice to the Client of financial instruments which are inappropriate for the Client

**Based on questionnaire and testing results we hereby inform you that the Investment Banking Firm may treat the Client as a party to the transactions with the following financial instruments:**

- Bonds
- Futures
- Shares

If the Client, at his/her own risk, decides to work with financial instruments that are inappropriate for the Client, the Investment Banking Firm warns that these financial instruments are risky for the Client in view of his/her knowledge and/or experience and/or needs and disclaims any responsibility for the decision made by the Client.

**I have read and accept the results.**

\_\_\_\_\_ (Position)      \_\_\_\_\_ (Full name)      \_\_\_\_\_ (Signature, seal)  
 \_\_\_\_\_ (Completion date)

**AGREEMENT No. \_\_\_\_\_**  
**for purchase and sale of financial instruments**

Kyiv

\_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_ (hereinafter referred to as “**the Seller**” or “**the Buyer**”/ “**Investment Banking Firm**” ), on the one part, and

\_\_\_\_\_ (hereinafter referred to as “**the Buyer**” or “**the Seller**”), on the other part, hereinafter jointly referred to as the “**Parties**”, and individually as the “**Party**”, have entered into this Agreement for purchase and sale of financial instruments (hereinafter referred to as the “**Agreement**”) to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_-MA) (hereinafter referred to as the “**Master Agreement**”) as follows:

**1. SUBJECT MATTER OF THE AGREEMENT**

**1.1.** The Seller undertakes to transfer ownership to the Buyer, and the Buyer undertakes to accept and pay for the package of financial instruments (hereinafter referred to as **FI**):

<b>1.1.1.</b>	FI type:	
<b>1.1.2.</b>	FI series:	
<b>1.1.3.</b>	FI issuer:	
<b>1.1.4.</b>	FI international identification number (ISIN):	
<b>1.1.5.</b>	Face value of one FI:	
<b>1.1.6.</b>	Form of existence:	
<b>1.1.7.</b>	Form of issuance:	
<b>1.1.8.</b>	Value of one FI:	
<b>1.1.9.</b>	Total number of FIs:	
<b>1.1.10.</b>	Total value of FIs:	
<b>1.1.11.</b>	FI payment date:	
<b>1.1.12.</b>	FI delivery date:	
<b>1.1.13.</b>	Settlement principle	without adherence to the “delivery against payment” principle <sup>4</sup> with adherence to the “delivery against payment” principle
<b>1.1.14.</b>	Asset delivery procedure	advance payment by the Buyer/pre-delivery by the Seller <sup>5</sup>
<b>1.1.15.</b>	Place of contract performance	

**2. SETTLEMENT PROCEDURE**

**2.1.** The Buyer undertakes to take all necessary actions related to payment to the Seller in full of the total value of FIs specified in clause 1.1.10 of this Agreement (subject to compliance with clause 4.5. hereof) not later than \_\_-\_\_ Kyiv time stipulated by clause 1.1.11. hereof according to the following banking details of the Seller: \_\_\_\_\_.

**2.2.** The total value of the Agreement at the exchange rate of the National Bank of Ukraine as of the date of transaction is UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_ kopecks).

**2.3.** Payment by the Buyer of the total value of FIs shall be made after the Seller fulfills the clause 3.2 of this Agreement.<sup>6</sup>

<sup>4</sup> Choose as necessary

<sup>5</sup> Choose settlement terms

<sup>6</sup> In case of pre-delivery of FI by the Seller, provided that the principle "delivery of FI against payment" is not observed



### 3. RE-REGISTRATION OF OWNERSHIP OF SECURITIES

3.1. The Parties shall re-register ownership of FIs following the Buyer's payment for FIs in accordance with clause 2.1 of this Agreement<sup>7</sup>.

3.2. The Seller undertakes, within the period provided for in clause 1.1.12. of this Agreement, to take all necessary actions related to debit transfer of securities referred to in clause 1.1 of this Agreement from the Seller's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_) onto the Buyer's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_).

3.3. The Seller warrants that as of the date of transfer of ownership of FIs to the Buyer, FIs are beneficially owned by the Seller, not encumbered with collateral and any other liens, and not under seizure.

3.4. The Buyer acquires ownership of FIs as from the moment of crediting FIs onto his/her securities account in the depository institution. Ownership of FIs shall be confirmed by a statement of securities account.

### 4. MISCELLANEOUS

4.1.<sup>8</sup> According to this Agreement, the investment service is determined to be appropriate and relevant and the Investment Banking Firm classifies the Seller or the Buyer<sup>9</sup> as non-professional/professional/eligible client<sup>9</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness when concluding the Master Agreement.

4.1.<sup>10</sup> According to this Agreement, the investment service is determined to be inappropriate and irrelevant and the Investment Banking Firm classifies the Seller or the Buyer as non-professional/professional/eligible client<sup>11</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness when concluding the Master Agreement. Taking into account the Client's agreement to decide at his/her own risk to work with financial instruments that are inappropriate for the Client, the Investment Banking Firm warns that these financial instruments are risky for the Client in view of his/her knowledge and/or experience and/or needs and disclaims any responsibility for the decision made by the Client.

4.2. All amendments, alterations and annexes to this Agreement shall be made in writing, signed by duly authorized representatives of the Parties, sealed by the Parties and shall be an integral part of this Agreement. The authorized representatives of the Parties under this Agreement are:

- on the part of the Buyer – \_\_. \_\_. \_\_\_\_\_, Tel.: -

- on the part of the Seller – \_\_. \_\_. \_\_\_\_\_, Tel.: -.

4.3 By signing the Agreement, the Buyer or the Seller<sup>12</sup> confirms that he/she has previously familiarized himself/herself with training information on financial instruments and transactions with financial instruments, as well as on the activities in the capital markets; with basic regulations on investment activities and functioning of capital markets; with possible risks arising in the process of investment activities (such information for the Client about financial services is available at: <https://alfabank.ua/operatsii-z-tsinnimi-papierami>) as well as with the fact that transactions are not carried out in the interests of the persons concerned under individual agreements and by signing the acceptance confirms that he/she has the minimum required level of knowledge and experience to conclude transactions with financial instruments.

4.4<sup>13</sup> By signing the Agreement, the Buyer confirms that he/she has familiarized himself/herself with the notice on whether the Seller will analyze on a periodic basis the appropriateness of financial instruments received in accordance with clause 1.1 of the Agreement. The notice of the analysis of appropriateness of received financial instrument is an integral part of this Agreement.

4.5 When selling financial instruments, in order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction upon alienation of financial instruments and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money received from sale of financial instruments. The Investment Banking Firm shall transfer money from sale of financial instruments, less taxes and fees withheld by the Investment Banking Firm as a tax agent from sale of financial instruments onto the account of the Investment Banking Firm specified in the Agreement within the period specified in the Agreement. In order to

fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money from sale of financial instruments. To calculate the investment income, the Seller shall provide the Buyer with copies of documents for the purchase of financial instruments, confirmation of rights to financial instruments and documents confirming the expenses for the purchase of financial instruments.

## 5. ADDRESSES AND DETAILS OF THE PARTIES

### 5.1. The Seller:

\_\_\_\_\_  
 Legal address:  
 Postal address:  
 USREOU/taxpayer code:  
 Banking details:  
 IBAN:  
 Securities account

**On behalf of the Seller:**

\_\_\_\_\_

### 5.2. The Buyer:

\_\_\_\_\_  
 USREOU/taxpayer code:  
 Address:  
 Banking details:  
 Securities account:

**On behalf of the Buyer:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Client, registration address, identification data)*

### Notice of the analysis of appropriateness of received financial instrument

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereby notifies that it will not analyze on a periodic basis the appropriateness of securities received by the Buyer in accordance with clause 1.1 of the Agreement for purchase and sale of financial instruments No. \_\_ dated \_\_.

Investment Banking Firm	Client

\_\_\_\_\_  
<sup>7</sup> In case of prepayment for FI by the Buyer

<sup>8</sup> Choose as necessary. If FI is appropriate and relevant for the Client

<sup>9</sup> Choose as necessary

<sup>10</sup> Choose as necessary. If FI is not appropriate and relevant for the Client

<sup>11</sup> Choose as necessary

<sup>12</sup> Choose as necessary

<sup>13</sup> Choose if the securities buyer is the Client

**AGREEMENT No. \_\_\_\_\_**  
**for purchase and sale of financial instruments**

Kyiv

\_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_ (hereinafter referred to as “**the Seller**” or “**the Buyer**”/ “**Investment Banking Firm**”), on the one part, and

\_\_\_\_\_ (hereinafter referred to as “**the Buyer**” or “**the Seller**”), on the other part, hereinafter jointly referred to as “**the Parties**”, and individually as “**the Party**”, have entered into this Agreement for purchase and sale of financial instruments (hereinafter referred to as “**the Agreement**”) to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_-MA) (hereinafter referred to as “**the Master Agreement**”) as follows:

**1. SUBJECT MATTER OF THE AGREEMENT**

**1.1.** The Seller undertakes to transfer ownership to the Buyer, and the Buyer undertakes to accept and pay for the package of securities (hereinafter referred to as **FI**) within the period and on the terms prescribed by this Agreement:

<b>1.1.1.</b>	FI type:	
<b>1.1.2.</b>	FI series:	
<b>1.1.3.</b>	FI issuer:	
<b>1.1.4.</b>	FI international identification number (ISIN):	
<b>1.1.5.</b>	Face value of one FI:	
<b>1.1.6.</b>	Form of existence :	
<b>1.1.7.</b>	Form of issuance:	
<b>1.1.8.</b>	Value of one FI:	
<b>1.1.9.</b>	Total number of FIs:	
<b>1.1.10.</b>	Total value of FIs:	
<b>1.1.11.</b>	FI payment date:	[agreement date] <sup>14</sup> ; “before [next bank business day] inclusive” <sup>15</sup>
<b>1.1.12.</b>	FI delivery date:	“before [next bank business day] inclusive” <sup>16</sup> “before [next bank business day] inclusive” <sup>17</sup>
<b>1.1.13.</b>	Settlement principle	without adherence to the “delivery against payment” principle
<b>1.1.14.</b>	Asset delivery procedure	advance payment by the Buyer <sup>18</sup> / pre-delivery by the Seller <sup>19</sup>
<b>1.1.15.</b>	Place of contract performance	outside the organized market

<sup>14</sup> Choose if the securities buyer is the Client

<sup>15</sup> Choose if the securities buyer is the Investment Banking Firm

<sup>16</sup> Choose if the securities buyer is the Client

<sup>17</sup> Choose if the securities buyer is the Investment Banking Firm

<sup>18</sup> Choose if the securities buyer is the Client

<sup>19</sup> Choose if the securities buyer is the Client

## 2. SETTLEMENT PROCEDURE

**2.1.<sup>20</sup>** The Buyer undertakes to take all necessary actions to ensure on the day of signing this Agreement the availability of funds on 2620 account \_\_\_\_\_ to pay the Seller the total value of FI specified in clause 1.1.10 of this Agreement in full. By signing this Agreement, being guided by the provisions of Article 26 of the Law of Ukraine On Payment Systems and Funds Transfer in Ukraine, the Buyer entrusts the Seller, which is the Buyer's servicing bank, and the Seller, by contractual debit transfer, on the date of entry into force of this Agreement debits the funds from 2620 account \_\_\_\_\_ to the respective internal bank account, opened with JSC ALFA-BANK, tax code \_\_\_\_\_, in the amount of the total value of FI specified in clause 1.1.10 hereof and a fee to the servicing bank, specified in clause 2.2. hereof to fulfill the monetary obligations of the Buyer under this Agreement.

On the day of transfer of ownership of FI, the Seller, which is the Buyer's servicing bank, debits the funds from the relevant internal bank account opened with JSC ALFA-BANK, tax code \_\_\_\_\_, in favour of the Seller in the amount of the total value of FI specified in clause 1.1.10. and the fee specified in clause 2.2. hereof, and directs them to fulfill the monetary obligations of the Buyer under this Agreement.

Contractual debit transfer referred to in this clause does not require execution of separate Applications for contractual debit transfer, the initiation of such debit transfer is entry into force of this Agreement and the Buyer's Appeal logged through the mechanisms implemented in the System.

**2.1.<sup>21</sup>** The Buyer undertakes to take all necessary actions related to payment to the Seller in full of the total value of FI specified in clause 1.1.10 of this Agreement (subject to compliance with clause 4.5. hereof) on the date of conducting by the Seller re-registration of the ownership of FIs according to clause 3.2 of this Agreement. The Seller authorizes the Buyer to deduct the fee specified in clause 2.2. hereof from the total value of FI, specified in clause 1.1.10. of this Agreement

**2.2.** The fee of the servicing bank, which is the Investment Banking Firm, for the transfer of funds in the course of the transaction in FI in accordance with the established tariff rates shall be paid by the Seller/ Buyer to the Investment Banking Firm and shall be UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_ kopecks).

## 3. RE-REGISTRATION OF OWNERSHIP OF SECURITIES

**3.1.** The Parties shall re-register ownership of FIs on the date of entry into force of this Agreement

**3.2.** The Seller undertakes, within the period provided for in clause 3.1 of this Agreement, to take all necessary actions related to debit transfer of FIs referred to in clause 1.1 of this Agreement from the Seller's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_) onto the Buyer's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_).

**3.3.** The Seller warrants that as of the date of transfer of ownership of FIs to the Buyer, FIs are beneficially owned by the Seller, not encumbered with collateral and any other liens of third parties, and not under seizure.

**3.4.** The Buyer acquires ownership of FIs as from the time of crediting FIs onto his/her securities account in the depository institution. Ownership of FIs shall be confirmed by a statement of securities account.

**3.5.** If the Agreement is signed at the end of the business day of the National Depository of Ukraine or on a non-business day of the National Depository of Ukraine, then transfer of ownership of FIs shall be on the next business day of the National Depository of Ukraine.

## 4. MISCELLANEOUS

**4.1.<sup>22</sup>** According to this Agreement, the investment service is determined to be appropriate and relevant and the Investment Banking Firm classifies the Seller or the Buyer as unqualified /qualified

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<sup>20</sup> Choose if the securities buyer is the Client

<sup>21</sup> Choose if the securities buyer is the Investment Banking Firm

<sup>22</sup> Choose as necessary. If FI is appropriate and relevant for the Client

investor<sup>23</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness of investment service in concluding the Master Agreement.

**4.1.<sup>24</sup>** According to this Agreement, the investment service is determined to be inappropriate and irrelevant and the Investment Banking Firm classifies the Seller or the Buyer as unqualified /qualified investor<sup>23</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness of investment service in concluding the Master Agreement. Taking into account the agreement (consent) of the Client of Investment Banking Firm to decide at his/her own risk to conduct transactions in financial instruments that are inappropriate for the Client, the Investment Banking Firm warns that these financial instruments are risky for the Client of the Investment Banking Firm in view of his/her knowledge and/or experience and/or needs and disclaims any responsibility for the decision made by the Client of the Investment Banking Firm.

**4.2.** All amendments, alterations and annexes to this Agreement shall be made in writing, signed by duly authorized representatives of the Parties, sealed by the Parties and shall be an integral part of this Agreement. The authorized representatives of the Parties under this Agreement are:

- on the part of the Buyer – \_\_. \_\_. \_\_\_\_\_, Tel.: -

- on the part of the Seller – \_\_. \_\_. \_\_\_\_\_, Tel.: -.

**4.3.** By signing the Agreement, the Buyer or the Seller confirms that he/she has previously familiarized himself/herself with training information on financial instruments and transactions with financial instruments, as well as on the activities in the capital markets; with basic regulations on investment activities and functioning of capital markets; with possible risks arising in the process of investment activities (such information for the Client about financial services is available at: <https://alfabank.ua/operatsii-z-tsinnimi-papalami>) and confirms that he/she has the minimum required level of knowledge and experience to conduct transactions in financial instruments and that transactions are not conducted in the interests of the persons concerned under individual agreements.

**4.4<sup>25</sup>** By signing this Agreement, the Buyer confirms that he/she has familiarized himself/herself with the notice on whether the Seller will analyze on a periodic basis the appropriateness of FIs received in accordance with clause 1.1 of the Agreement. The notice of the analysis of appropriateness of received financial instrument is an integral part of this Agreement.

**4.5.** When selling financial instruments, in order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction upon alienation of financial instruments and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money received from sale of financial instruments of the Seller. The Investment Banking Firm shall transfer money from sale of financial instruments, less taxes and fees withheld by the Investment Banking Firm as a tax agent from sale of financial instruments onto the Seller's account specified in the Agreement within the period specified in the Agreement. In order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money from sale of financial instruments.

**4.6.** This Agreement shall enter into force upon being signed and sealed by the Parties (if any).

**4.7.** This Agreement shall be valid until the Parties have fully performed their obligations under the Agreement.

**4.8.** The possibility of actual performance of any of the obligations set forth in this Agreement by means of the System in a specific period of time depends on the technical capabilities /System settings /its individual components and/or other factors that directly affect this possibility.

**4.9<sup>26</sup>** This Agreement shall be deemed terminated by agreement of the Parties in case of impossibility of actual performance by the System/its components of any obligations under this Agreement in accordance with clause 4.8 of this Agreement, whereof the Investment Banking Firm notifies the Seller/Buyer. The Seller / Buyer may apply to the Investment Banking Firm to enter into an agreement and conduct the transaction by other means specified in the Public Offer of JSC ALFA-BANK for concluding the public master investment services agreement.

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<sup>23</sup> Choose as necessary.

<sup>24</sup> Choose as necessary. If FI is not appropriate and relevant for the Client

<sup>25</sup> Choose if the securities buyer is the Client

<sup>26</sup> Choose if the securities buyer is the Client

Herewith, the funds received by the Seller in accordance with clause 2.1 hereof shall be returned to the Buyer on 2620 account \_\_\_\_, opened with JSC ALFA-BANK, tax code \_\_\_\_\_ in full.

4.9<sup>27</sup> This Agreement shall be deemed terminated by agreement of the Parties in case of impossibility of actual performance by the System/its components of any obligations under this Agreement in accordance with clause 4.8 of this Agreement, whereof the Investment Banking Firm notifies the Seller/Buyer. The Seller / Buyer may apply to the Investment Banking Firm to enter into an agreement and conduct the transaction by other means specified in the Public Offer of JSC ALFA-BANK for concluding the public master investment services agreement.

**5. ADDRESSES AND DETAILS OF THE PARTIES**

**5.1. The Seller:**

\_\_\_\_\_  
Legal address:  
Postal address:  
USREOU/taxpayer code:  
Banking details:  
IBAN:  
Securities account

**On behalf of the Seller/Buyer:**

\_\_\_\_\_

**5.2. The Buyer/Seller:**

Passport \_\_\_\_  
Registration number  
Registration address:  
Banking details:  
IBAN:  
Securities account:  
tel./fax:

**On behalf of the Buyer/Seller**

\_\_\_\_\_

\_\_\_\_\_  
[Full name]

Located at: \_\_\_\_\_  
Registration number \_\_\_\_\_

**Notice of the analysis of appropriateness of received financial instrument**

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereby notifies that it will not analyze on a periodic basis the appropriateness of FIs received by the Buyer in accordance with clause 1.1 of the Agreement for purchase and sale of financial instruments No. \_\_ dated \_\_\_\_.

**The Investment Banking Firm:**

**JSC ALFA-BANK**  
Registered office address: 100 Velyka Vasylkivska St.,  
Kyiv, Ukraine  
Postal address: 100 Velyka Vasylkivska St., Kyiv,  
03150, Ukraine  
USREOU code: 23494714

**On behalf of the Investment Banking Firm:**

[facsimile]

**The Client:**

\_\_\_\_\_  
Passport \_\_\_\_\_ issued on \_\_\_\_\_  
\_\_\_\_\_.\_\_\_\_\_  
Registration number \_\_\_\_\_  
Located at: \_\_\_\_\_

**On behalf of the Client:**

\_\_\_\_\_

<sup>27</sup> Choose if the securities buyer is the Investment Banking Firm

**AGREEMENT No. \_\_\_\_\_**  
**for purchase and sale of financial instruments**

Kyiv \_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments, which envisages dealer activities, series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_ (hereinafter referred to as **“the Seller”** or **“the Buyer”**/ **“Investment Banking Firm”**), of the one part, and

\_\_\_\_\_ (hereinafter referred to as **“the Buyer”** or **“the Seller”**), of the other part, hereinafter jointly referred to as **“the Parties”**, and individually as **“the Party”**, have entered into this Agreement for purchase and sale of financial instruments (hereinafter referred to as **“the Agreement”**) to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_) (hereinafter referred to as **“the Master Agreement”**) as follows:

**1. SUBJECT MATTER OF THE AGREEMENT**

**1.1.** The Seller undertakes to transfer ownership to the Buyer, and the Buyer undertakes to accept and pay for the package of securities (hereinafter referred to as **“FI”**) within the period and on the terms prescribed by this Agreement:

<b>1.1.1.</b>	FI type:	domestic government bonds of Ukraine
<b>1.1.2.</b>	FI series:	
<b>1.1.3.</b>	FI issuer:	
<b>1.1.4.</b>	FI international identification number (ISIN):	
<b>1.1.5.</b>	Face value of one FI:	
<b>1.1.6.</b>	Form of existence:	
<b>1.1.7.</b>	Form of issuance:	
<b>1.1.8.</b>	Value of one FI:	
<b>1.1.9.</b>	Total number of FIs:	
<b>1.1.10.</b>	Total value of FIs:	
<b>1.1.11.</b>	FI payment date:	[agreement date] <sup>28</sup> , “before [next bank business day] inclusive” <sup>29</sup>
<b>1.1.12.</b>	FI delivery date:	“no later than the third business day after the date the agreement is entered into, inclusive”
<b>1.1.13.</b>	Settlement principle	without adherence to the “delivery against payment” principle
<b>1.1.14.</b>	Asset delivery procedure	advance payment by the Buyer <sup>30</sup> / pre-delivery by the Seller <sup>31</sup>
<b>1.1.15.</b>	Place of contract performance	outside the organized market

**2. SETTLEMENT PROCEDURE**

**2.1.**<sup>32</sup> If the Agreement is entered into using the System, the Buyer undertakes to take all necessary actions to ensure on the signing date of this Agreement the availability of funds on the Buyer’s current account \_\_\_\_\_, (specified by the Buyer in the System, with the information thereof being logged and stored using the mechanisms implemented in the System), to pay the Seller the total value of FI specified in clause 1.1.10 of this Agreement in full. By signing this Agreement, the Buyer instructs the Seller that is the Buyer's servicing bank, and the Seller transfers the funds

<sup>28</sup> Choose if the buyer of securities is the Client

<sup>29</sup> Choose if the buyer of securities is the Investment Firm

<sup>30</sup> Choose if the buyer of securities is the Client

<sup>31</sup> Choose if the buyer of securities is the Client

<sup>32</sup> Choose if the buyer of securities is the Client

on the effective date of this Agreement by direct debit from the current account specified by the Buyer to the respective internal bank account opened with JSC ALFA-BANK (tax code \_\_\_\_\_) amounting to the Total Value of FI specified in clause 1.1.10 hereof to fulfill the obligations of the Buyer under this Agreement.

On the day the ownership of FI is transferred, the Seller that is the Buyer's servicing bank debits the funds from the relevant internal bank account opened with JSC ALFA-BANK, tax code \_\_\_\_\_, in favour of the Seller amounting to the Total Value of FI specified in clause 1.1.10. hereof and transfers them to fulfill the monetary obligations of the Buyer under this Agreement.

The direct debit referred to in this clause does not require execution of separate Direct Debit Transfer Applications, such direct debit transfer is set up by entry into force of this Agreement and the Buyer's Request logged using the mechanisms implemented in the System.

If the Agreement is entered into using Diia App, the Buyer undertakes on the signing date of this Agreement to transfer the funds necessary to pay the Seller the Total Value of FI in full specified in clause 1.1.10. of this Agreement (in pursuance of clause 4.5 of the Agreement), using the following details of the Seller: \_\_\_\_\_.

**2.1<sup>33</sup>.** The Buyer undertakes to take all necessary actions to pay the Seller the Total Value of FI in full specified in clause 1.1.10 of this Agreement (in pursuance of clause 4.5. hereof) on the date the Seller re-registers the ownership of FIs according to clause 3.2 of this Agreement.

**3. RE-REGISTRATION OF OWNERSHIP OF SECURITIES**

**3.1.** The Parties carry out actions to re-register the ownership of FIs on the date no later than the third business day after the date the agreement is entered into.

**3.2.** Provided that the Buyer fulfills its obligations specified in clause 2.1. of this Agreement, the Seller undertakes, within the period provided for in clause 3.1 of this Agreement, to take all necessary actions to debit the FIs referred to in clause 1.1 of this Agreement from the Seller's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_) into the Buyer's securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_).

**3.3.** The Seller warrants that as of the date of transfer of ownership of FIs to the Buyer, FIs are beneficially owned by the Seller, not encumbered with collateral and any other liens of third parties, and not under seizure.

**3.4.** The Buyer acquires the ownership of FIs as from the time the FIs are credited into its securities account with the Depository Institution. The ownership of FIs is confirmed by a securities account statement.

**4. MISCELLANEOUS**

**4.1.** According to this Agreement, the investment service is determined to be appropriate and suitable and the Investment Banking Firm categorizes the Seller or the Buyer as an unqualified investor in accordance with the definition of suitability and appropriateness of the investment service according to clause 3.1.1. of Section III of the Master Agreement.

**4.2.** All amendments, supplements and annexes to this Agreement are made in writing, duly signed by the Parties to this Agreement and/or their authorized representatives, made under seal (if any) by the Parties and are an integral part of this Agreement. The authorized representatives of the Parties under this Agreement are:

- on the part of the Buyer – \_\_. \_\_. \_\_\_\_\_,
- on the part of the Seller – \_\_. \_\_. \_\_\_\_\_.

<sup>33</sup> Choose if the buyer of securities is the Investment Firm



**4.3.** By signing the Agreement, the Buyer or the Seller confirms that the Buyer/the Seller has previously become familiar with the information about financial instruments and transactions involving financial instruments, as well as about the activities in the capital markets; with the main regulations that apply to investment activities and capital market operations; with possible risks arising from investment activities (this information about financial services for the Client is available at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>) and confirms that the Buyer/the Seller has the minimum necessary knowledge and experience to conduct transactions in financial instruments and that the transactions are not conducted in the interests of certain persons under individual agreements.

**4.4<sup>34</sup>** By signing this Agreement, the Buyer confirms that the Buyer has become familiar with the notice regarding whether the Seller will analyze on a periodic basis the appropriateness of FIs received in accordance with clause 1.1 of the Agreement. The notice of assessment of appropriateness of the received financial instrument is an integral part of this Agreement.

**4.5.** When selling the financial instruments, in order to perform functions of a tax agent, the Investment Banking Firm calculates the investment income from the transaction upon alienation of financial instruments and deducts taxes and fees in accordance with the applicable tax laws of Ukraine from the amount of money received from sale of the financial instruments of the Seller. The Investment Banking Firm transfers the money from sale of the financial instruments, net of taxes and fees withheld by the Investment Banking Firm acting as a tax agent from sale of the financial instruments into the Seller's account indicated in the Agreement within the period specified in this Agreement. In order to perform the tax agent functions, the Investment Banking Firm calculates the investment income from the transaction and deducts taxes and fees in accordance with the applicable tax laws of Ukraine from the amount of money received from sale of the financial instruments.

**4.6.** This Agreement enters into force on the date it is signed and made under seal (if any) by the Parties.

**4.7.** This Agreement remains valid until the Parties fully perform their obligations under the Agreement.

**4.8.** The possibility of actual performance of any obligations set forth in this Agreement via the System or using Diia App within the specified period of time depends on technical capabilities / settings of the System /Diia App, automated accounting systems of the Investment Banking Firm, their individual components, and/or other factors that directly affect this possibility.

**4.9<sup>35</sup>** This Agreement is deemed terminated by consent of the Parties in case of impossibility of actual performance of any obligations under this Agreement via the System/ Diia App, or automated accounting systems of the Investment Banking Firm, their components in accordance with clause 4.8 of this Agreement, whereof the Investment Banking Firm notifies the Buyer. The Buyer may apply to the Investment Banking Firm to enter into an agreement and conduct the transaction using other means specified in the General Offer of JSC ALFA-BANK to enter into the public master investment services agreement.

In this case, the funds transferred by the Seller in accordance with clause 2.1 hereof are returned to the Buyer in full to the account from which the payment has been made.

**4.9<sup>36</sup>** This Agreement is deemed terminated by consent of the Parties in case of impossibility of actual performance of any obligations under this Agreement via the System/ Diia App, or automated accounting systems of the Investment Banking Firm, their components in accordance with clause 4.8 of this Agreement, whereof the Investment Banking Firm notifies the Seller. The Seller may apply to the Investment Banking Firm to enter into an agreement and conduct the transaction using other means specified in the General Offer of JSC ALFA-BANK to enter into the public master investment services agreement.

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<sup>34</sup> Choose if the buyer of securities is the Client

<sup>35</sup> Choose if the buyer of securities is the Client

<sup>36</sup> Choose if the buyer of securities is the Investment Firm

## 5. ADDRESSES AND DETAILS OF THE PARTIES

### 5.1. The Seller:

\_\_\_\_\_  
Legal address:  
Postal address:  
USREOU/taxpayer code:  
Banking details:  
IBAN:  
Securities account

**On behalf of the Seller/Buyer:**  
\_\_\_\_\_

### 5.2. The Buyer/Seller:

Passport \_\_\_\_  
Registration number  
Registration address:  
Banking details:  
IBAN:  
Securities account:  
tel./fax:

**On behalf of the Buyer/Seller**  
\_\_\_\_\_

\_\_\_\_\_  
[Full name]

Located at: \_\_\_\_\_

Registration number \_\_\_\_\_

### Notice of the analysis of appropriateness of received financial instrument

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments, which envisages dealer activities, series AE No.185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereby notifies that it will not analyze on a periodic basis the appropriateness of FIs received by the Buyer in accordance with clause 1.1 of the Agreement for purchase and sale of financial instruments No. \_\_ dated \_\_ 20\_\_.

#### The Investment Banking Firm:

##### **JSC ALFA-BANK**

Registered office address: 100 Velyka Vasylkivska St.,  
Kyiv, Ukraine  
Postal address: 100 Velyka Vasylkivska St., Kyiv,  
03150, Ukraine  
USREOU code: 23494714

**On behalf of the Investment Banking Firm:**

[facsimile]

#### The Client:

\_\_\_\_\_  
Passport \_\_\_\_\_ issued on \_\_\_\_\_  
\_\_\_\_.\_\_\_\_.\_\_\_\_  
Registration number \_\_\_\_\_  
Located at: \_\_\_\_\_

**On behalf of the Client:**

\_\_\_\_\_

**Notice of termination of the Agreement for purchase and sale of financial instruments**

No \_\_\_\_ dated \_\_\_\_

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No.185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereby notifies that in accordance with clause 4.9. of the Agreement for purchase and sale of financial instruments No. \_\_ dated \_\_, the mentioned agreement shall be considered terminated by the parties' mutual consent.

We propose to repeat the transaction later.

If you have any further questions, please, contact the branch of JSC ALFA-BANK.

**JSC ALFA-BANK**

Registered office address: 100 Velyka Vasylkivska St., Kyiv, Ukraine

Postal address: 100 Velyka Vasylkivska St., Kyiv, 03150, Ukraine

USREOU code: 23494714

Banking details:

IBAN: UA593003460000000000037395014 with JSC ALFA-BANK

tel./fax: (044) 499-10-08.

[facsimile]

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<sup>37</sup> Upon termination of the Agreement for purchase and sale of financial instruments entered into via the System or Diia App

**AGREEMENT No. \_\_\_\_\_**  
**for purchase and sale of financial instruments (REPO)**

Kyiv

\_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_ (hereinafter referred to as “**the Seller**” or “**the Buyer**”/ “**Investment Banking Firm**”), on the one part, and

\_\_\_\_\_ (hereinafter referred to as “**the Buyer**” or “**the Seller**”), on the other part, hereinafter jointly referred to as “**the Parties**”, and individually as “**the Party**”, have entered into this Agreement for purchase and sale of financial instruments (hereinafter referred to as “**the Agreement**”) to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_-MA) (hereinafter referred to as “**the Master Agreement**”) as follows:

### 1. SUBJECT MATTER OF THE AGREEMENT

**1.1.** The Seller undertakes to transfer ownership to the Buyer, and the Buyer undertakes to accept and pay for the package of securities (hereinafter referred to as **FI**):

1.1.	Subject matter and type of transaction	REPO
1.2.	FI type:	
1.3.	FI series:	
1.4.	Issuer’s name:	
1.5.	USREOU code:	
1.6.	Face value of FI	
1.7.	Issuance and existence form of FI	
1.8.	International identification number	
1.9.	Number of FIs, pcs.:	
1.10.	Total face value of FIs:	
1.11.	FI purchase/sale date (hereinafter – the first part of REPO):	
1.12.	FI purchase/sale price (hereinafter – the first part of REPO):	
1.13.	Total contractual purchase and sale value of FIs, hryvnias (hereinafter – the first part of REPO):	
1.14.	FI repurchase/resale date (hereinafter – the second part of REPO):	
1.15.	FI repurchase/resale price (hereinafter – the second part of REPO):	
1.16.	Total contractual repurchase/resale value of securities, UAH (hereinafter – the second part of REPO):	
1.17.	Asset delivery procedure	advance payment by the Buyer/ Pre-delivery by the Seller <sup>38</sup>
1.18.	Method of payment for FIs	without adherence to the “delivery against payment” principle/ with adherence to the “delivery against payment” principle <sup>39</sup>
1.19.	Place of contract	

<sup>38</sup> Choose as necessary

<sup>39</sup> Choose the terms of settlement

## 2. SETTLEMENT PROCEDURE

### 2.1. Regarding the first part of REPO transaction:

2.1.1. The Buyer undertakes on \_\_\_\_\_, 202\_ to take all necessary actions to the fullest extent related to payment to the Seller of the total value of FIs referred to in clause 1.13. of the Agreement (subject to compliance with clause 4.5. hereof) according to the following payment details of the Seller \_\_\_\_\_.

2.1.2. The Parties on shall re-register ownership of FIs in Depository Institutions of the Parties (hereinafter referred to as “the Depository Institution”) not later than the date stipulated by the clause 1.11. hereof.

2.1.3. The Seller undertakes within the period referred to in clause 2.1.2 of the Agreement to take all necessary actions related to debit transfer of FIs referred to in clause 1.1 of this Agreement from the Seller’s securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_) onto the Buyer’s securities account No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_).

2.1.4. The Buyer undertakes, within the period referred to in clause 2.1.2. of the Agreement, to take all necessary actions related to crediting of FIs specified in clause 1.1. of this Agreement onto account of the Buyer referred to in clause 2.1.3 of the Agreement.

2.1.5. The document confirming the fact of transfer of ownership of FIs to the name of the Buyer is a statement of securities account of the Buyer in the Depository Institution.

2.1.6. The Buyer has the right to sell or pledge FIs purchased under the first part of REPO transaction. In this case, at the time of fulfillment by the Parties of their obligations under the second part of REPO transaction, the securities must be owned by the Buyer and not encumbered with collateral.

2.1.7. Payment by the Buyer of the total value of FIs shall be made after the Seller fulfills the requirements of clause 2.1.3 of this Agreement.<sup>40</sup>

### 2.2. Regarding the second part of REPO transaction:

2.2.1. The Seller undertakes to take all necessary actions to the fullest extent related to payment of the total value of repurchase by the Seller of FIs referred to in clause 1.16. of the Agreement not later than the date stipulated by the clause 1.14. hereof which is the date of FIs repurchase, according to the following payment details of the Buyer \_\_\_\_\_.

2.2.2. The Parties on \_\_\_\_\_, 202\_, pursuant to the terms of clause 2.2. of the Agreement, make reverse re-registration of ownership of FIs in the Depository Institution, subject to fulfillment of the Seller’s obligations under clause 2.2.1. of this Agreement.

2.2.3. The Buyer undertakes, within the period referred to in clause 2.2.2 of the Agreement, subject to fulfillment by the Seller of the obligations provided for in clause 2.2.1 of this Agreement, to take all necessary actions related to debit transfer of securities referred to in clause 1.1 of this Agreement from securities account of **the Buyer No. \_\_\_\_\_ in the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_)** onto securities account of **the Seller No. \_\_\_\_\_ with the Depository Institution \_\_\_\_\_, USREOU code \_\_\_\_\_ (depository code of the Depository Institution in the Depository: \_\_\_\_\_)**.

2.2.4. The Seller undertakes, within the period referred to in clause 2.2.2. of the Agreement, to take all necessary actions related to crediting of FIs specified in clause 1.1. of this Agreement onto account of the Seller referred to in clause 2.2.3 of the Agreement.

2.2.5. The document confirming the fact of transfer of ownership of FIs to the name of the Seller in the repurchase of FIs is a statement of securities account of the Seller in the Depository Institution.

2.2.6. Payment by the Seller of the total value of FI shall be made after the Buyer fulfills the requirements of clause 2.2.3 of this Agreement.<sup>41</sup>

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<sup>40</sup> When the Seller makes a pre-delivery of securities, provided that the “supply of securities against payment” principle is not observed;

<sup>41</sup> When the Buyer makes a pre-delivery of securities, provided that the “supply of securities against payment” principle is not observed;

### 3. WARRANTIES OF THE PARTIES

**3.1.** The Parties warrants that as of the date of transfer of ownership of FIs to the other Party, FIs are beneficially owned by the Party, not encumbered with collateral and any other third-party rights, and not arrested.

### 4. MISCELLANEOUS

**4.1.**<sup>42</sup> According to this Agreement, the investment service is determined to be appropriate and relevant and the Investment Banking Firm classifies the Seller or the Buyer as a non-professional/professional/eligible client<sup>43</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness in concluding the Master Agreement.

**4.1.**<sup>44</sup> According to this Agreement, the investment service is determined to be inappropriate and irrelevant and the Investment Banking Firm classifies the Seller or the Buyer as a non-professional/professional/eligible client<sup>45</sup> in accordance with the information provided in the Client assessment and determination of relevance and appropriateness in concluding the Master Agreement. Taking into account the Client's agreement to decide at his/her own risk to work with financial instruments that are inappropriate for the Client, the Investment Banking Firm warns that these financial instruments are risky for the Client in view of his/her knowledge and/or experience and/or needs and disclaims any responsibility for the decision made by the Client.

**4.2.** All amendments, alterations and annexes to this Agreement shall be made in writing, signed by duly authorized representatives of the Parties, sealed by the Parties and shall be an integral part of this Agreement. The authorized representatives of the Parties under this Agreement are:

- on the part of the Buyer – \_\_. \_\_. \_\_\_\_\_, Tel.: -

- on the part of the Seller – \_\_. \_\_. \_\_\_\_\_, Tel.: -.

**4.3** By signing the Agreement, the Buyer or the Seller<sup>46</sup> confirms that he/she has previously familiarized himself/herself with training information on financial instruments and transactions in financial instruments, as well as on the activities in the capital markets; with basic regulations on investment activities and functioning of capital markets; with possible risks arising in the process of investment activities (such information for the Client about financial services is available at: <https://alfabank.ua/operatsii-z-tsinnimi-papalami>) as well as with the fact that the transactions are not conducted in the interests of persons concerned under individual agreements and by signing the acceptance confirms that he/she has the minimum required level of knowledge and experience to conduct transactions in financial instruments.

**4.4**<sup>47</sup> By signing the Agreement, the Buyer confirms that he/she has familiarized himself/herself with the notice on whether the Seller will periodically analyze the appropriateness of securities received in accordance with clause 1.1 of the Agreement. The notice of the analysis of appropriateness of received financial instrument is an integral part of this Agreement.

**4.5** When selling financial instruments, in order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction upon alienation of financial instruments and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money received from sale of financial instruments. The Investment Banking Firm shall transfer money from sale of financial instruments, less taxes and fees withheld by the Investment Banking Firm as a tax agent from sale of financial instruments onto the Investment Banking Firm's account specified in the Agreement within the period specified in the Agreement. In order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money from sale of financial instruments. To calculate the investment income, the Seller provides the Buyer with copies of documents for the purchase of financial instruments, confirmation of the rights to financial instruments and documents confirming the expenses for purchase of financial instruments.

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<sup>42</sup> Choose as necessary. If the FI is suitable and appropriate for the Client

<sup>43</sup> Choose as necessary

<sup>44</sup> Choose as necessary. If the FI is unsuitable and inappropriate for the Client

<sup>45</sup> Choose as necessary.

<sup>46</sup>Choose as necessary.

<sup>47</sup>Choose if the buyer of securities is the Client

**4.6.** In case of failure to fulfill or improper fulfillment by the Seller of the obligations to repurchase FIs, the Buyer shall unilaterally terminate this Agreement in terms of the obligations under the second part of REPO transaction, of what no additional agreement is concluded.

**4.7.** Offsetting counterclaims in case of unilateral refusal of the second part of the REPO transaction due to failure to fulfill or improper fulfillment by the other Party of the terms of the Agreement shall be made in accordance with the legislation and/or in the manner separately agreed between the Parties.

**4.8.** In case of execution of the second part of REPO within the period, other than stipulated by the Agreement, the Parties agree on the FI price and terms of settlements by concluding an additional agreement to the Agreement.

**4.9.** In the event of changes in the ratio between the market value of FI and the amount of relevant obligation (the amount of the obligation) during the repurchase period, the Parties may change the parameters of the agreement by concluding an additional agreement to the Agreement.

**5. ADDRESSES AND DETAILS OF THE PARTIES**

**5.1. The Seller:**

\_\_\_\_\_  
Legal address:  
Postal address:  
USREOU/taxpayer code:  
Banking details:  
IBAN:  
Securities account

**5.2. The Buyer:**

\_\_\_\_\_  
USREOU/taxpayer code:  
Address:  
Bank details:  
Securities account:

**On behalf of the Seller:**

\_\_\_\_\_

**On behalf of the Buyer:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Client, registration address, identification data)*

**Notice of the analysis of appropriateness of received financial instrument**

**JOINT-STOCK COMPANY ALFA-BANK**, a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the stock market – trading in financial instruments which envisages dealer activities series AE No. 185091 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereby notifies that it will not analyze on a periodic basis the appropriateness of securities received by the Buyer in accordance with clause 1.1 of the Agreement for purchase and sale of financial instruments No. \_\_ dated \_\_\_\_.

<b>Investment Banking Firm</b>	<b>Client</b>

## APPLICATION \_\_\_\_\_

## FOR CONCLUSION OF TRANSACTION IN FINANCIAL INSTRUMENTS

The Client applies to the Investment Banking Firm with the request to provide the investment service on the following terms:

1.1.1.	Purchase/sale of FI	
1.1.2.	FI type:	
1.1.3.	FI issuer:	
1.1.4.	FI international identification number (ISIN):	
1.1.5.	Price of one FI:	
1.1.6.	Total number of FIs:	
1.1.7.	Total value of FIs:	
1.1.8.	Special instructions:	
1.1.9. <sup>48</sup>	Notes	<p><sup>49</sup> I hereby request to deduct the fee for the transactions related to funds transfer in the course of transactions in FI in accordance with the tariff rates of the servicing bank from my account 2620____, opened with JSC ALFA-BANK, tax code _____</p> <p><sup>50</sup> I hereby request to deduct the fee for the transactions related to funds transfer in the course of transactions in FI in accordance with the tariff rates of the servicing bank from the FI sales value.</p>

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Full name)

\_\_\_\_\_  
(Signature, seal)

(Completion Date)\_\_\_\_\_

<sup>48</sup> Choose to make a transaction via the System for the purchase / sale of shares of foreign issuers

<sup>49</sup> Choose to make a transaction via the System if the buyer of securities is the Client

<sup>50</sup> Choose to make a transaction via the System if the buyer of securities is the Investment Firm



Order No. \_\_\_\_\_  
 (\_\_\_\_\_)<sup>51</sup>

**for conclusion of the agreement for purchase and sale of financial instruments**

Kyiv

\_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as **“the Attorney”** or **“the Commission Agent”**), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, of the one part, and

\_\_\_\_\_, (hereinafter referred to as **“the Principal”** or **“Consignor”**), \_\_\_\_\_, of the other part, hereinafter jointly referred to as the **“Parties”**, have entered into a Single Order according to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_-MA) (hereinafter referred to as **“the Master Agreement”**) for conclusion of the agreement for purchase and sale of financial instruments (hereinafter referred to as **“the Order”**) as follows:

1. The Principal entrusts the Attorney to enter into the Agreement for purchase and sale of financial instruments (hereinafter referred to as FI) as follows:

<p><b>1.1.</b></p>	<p>Order type</p>	<ul style="list-style-type: none"> <li>- market order – an order to buy/sell financial instruments at the market price (rate of return), which is immediately, based on market conditions, fulfilled by the Investment Banking Firm;</li> <li>- limit order – an order to buy/sell financial instruments at the price (rate of return) specified by the Client or better;</li> <li>- stop order – an order to buy/sell financial instruments, which is fulfilled by the Investment Banking Firm at the time when the price and/or rate of return (for debt financial instruments) reaches the value specified by the Client;</li> <li>- FOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled in case of impossibility to fulfill it on specified terms;</li> <li>- IOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or partially if it is impossible to fulfill it to the fullest extent with simultaneous cancellation of unfulfilled part of the order;</li> <li>- AON order – an order to buy/sell a particular number of financial instruments, which is fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled if it is impossible to fulfill it on specified terms;</li> <li>- GTC order – an order to buy/sell financial instruments, which is effective and fulfilled by the</li> </ul>
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		Investment Banking Firm until cancellation (revocation) thereof by the Client; - DAY order – an order to buy/sell financial instruments, which is effective until the end of the trading day, whereupon automatically canceled; - loan order – an order to transfer ownership to the other Party (borrower) or to receive ownership from the other Party of a particular number of financial instruments with relevant identification details subject to return thereof within specified period or on demand of one of the Parties; <sup>52</sup>
<b>1.2.</b>	FI type:	
<b>1.3.</b>	FI series:	
<b>1.4.</b>	FI issuer:	
<b>1.5.</b>	FI international identification number (ISIN):	
<b>1.6.</b>	Face value of one FI:	
<b>1.7.</b>	Form of existence:	
<b>1.8.</b>	Form of issuance:	
<b>1.9.</b>	Value of one FI:	
<b>1.10.</b>	Total number of FIs:	
<b>1.11.</b>	Total value of FIs:	
<b>1.12.</b>	FI payment date	
	Currency	
	Exchange rate (if transaction involves currency conversion)	
<b>1.13.</b>	FI delivery date	
<b>1.14.</b>	Settlement principle	without adherence to the “delivery against payment” principle / with adherence to the “delivery against payment” principle <sup>53</sup>
<b>1.15.</b>	Asset delivery procedure	advance payment by the Buyer/ Pre-delivery by the Seller <sup>54</sup>
<b>1.16.</b>	Bank details for crediting money from sale of FI	
<b>1.17.</b>	Bank details for crediting FI upon purchase	
<b>1.18.</b>	Bank details for crediting money upon purchase of FI, in case of monetary settlements without participation of the Attorney/ Commission Agent <sup>55</sup>	
<b>1.19.</b>	Place of contract performance	

2. Remuneration fee of the Attorney/Commission Agent (commission fee) makes up **UAH** \_\_\_\_\_ (**\_\_\_ hryvnias and \_\_ kopecks**), VAT exclusive, and shall be transferred by the Principal/ Consignor according to the following bank details of **the Attorney/Commission Agent**: IBAN UA5930034600000000000037395014 with JSC ALFA-BANK, USREOU code 23494714.

<sup>51</sup> Type of order

<sup>52</sup> Choose as necessary

<sup>53</sup> Choose as necessary

<sup>54</sup> Choose as necessary

<sup>55</sup> To delete in case of an order for sale

3. Additional costs incurred by the Principal / Consignor make up **UAH \_\_\_\_\_** (**\_\_\_ hryvnias and \_\_\_ kopecks**).

3. The Order is effective as from the time of signing thereof.

4. The term of the Order: from the date of entry into force until full execution or cancellation subject to terms and conditions of respective order.

5. Under this Order, the investment service is determined to be relevant and appropriate and the Attorney/Commission Agent classifies the Principal/Consignor as a non-professional/professional/eligible client<sup>56</sup> in accordance with the information provided in assessing the Principal/ Consignor and determining the appropriateness and relevance when concluding the Master Agreement.

6. When selling financial instruments, in order to fulfill functions of a tax agent, the Investment Banking Firm shall calculate the investment income from the transaction upon alienation of financial instruments and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money received from sale of financial instruments of the Principal/ Consignor. The Attorney/Commission Agent shall transfer money from sale of financial instruments, less taxes and fees withheld by the Attorney/Commission Agent as a tax agent from sale of financial instruments onto the account of the Principal/ Consignor specified in the Order no later than the next business day upon sale of financial instruments, unless otherwise provided by the terms of the Order. In order to fulfill functions of a tax agent, the Attorney/Commission Agent shall calculate the investment income from the transaction and deduct taxes and fees in accordance with the applicable tax legislation of Ukraine from the amount of money from sale of financial instruments.

7. By signing the Order, the Principal/ Consignor<sup>57</sup> confirms that it has previously familiarized itself with training information on financial instruments and transactions in financial instruments, as well as on the activities in the capital markets; with basic regulations on investment activities and functioning of capital markets; with possible risks arising in the process of investment activities (such information for the Client about financial services is available at: <https://alfabank.ua/operatsii-z-tsinnimi-papalami>) as well as with the fact that the transactions are not conducted in the interests of persons concerned under individual agreements and by signing the acceptance confirms that he/she has the minimum required level of knowledge and experience to conduct transactions in financial instruments.

8. Special conditions:

## 9. ORDER AUTHENTICATION DETAILS

### 9.1. The Attorney or Commission Agent:

\_\_\_\_\_  
**JSC ALFA-BANK**

Actual address: 100, Velyka Vasylkivska Str.,  
Kyiv, 03150

Postal address: 100, Velyka Vasylkivska Str.,  
Kyiv, 03150

USREOU code 23494714

Banking details: IBAN

UA5930034600000000000037395014 with

JSC ALFA-BANK

Tel./Fax:

**On behalf of the Attorney or the Commission Agent:**  
\_\_\_\_\_

### 9.2. The Principal or Consignor:

\_\_\_\_\_  
USREOU code/Taxpayer number:

Actual address:

Banking details:

Securities account:

Tel./Fax:

**On behalf of the Principal or Consignor:**  
\_\_\_\_\_

<sup>56</sup>Choose as necessary

<sup>57</sup>Choose as necessary

## REPORT

### on fulfillment of the Order for conclusion of the agreement for purchase and sale of financial instruments

No. \_\_\_ dated 16.06.2021

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as “the Attorney” or “the Commission Agent”), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and \_\_\_\_\_, (hereinafter referred to as “the Principal or Consignor”), \_\_\_\_\_, on the other part, hereinafter jointly referred to as “the Parties”, have entered into this Report on fulfillment of the Order for the conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_ (hereinafter referred to as “the Report”) as follows:

1. The Attorney/Commission Agent provided the Principal with the services relating to conclusion of agreements for purchase and sale of financial instruments in the fulfillment of the Order for conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_. 202\_ to the Public Master Investment Services Agreement No. \_\_\_ dated \_\_. \_\_. 202\_ (hereinafter referred to as “the Master Agreement”), which was concluded between the Attorney/Commission Agent and the Principal/Consignor. For this purpose, the Attorney/Commission Agent on behalf, at the expense and in the interests of the Principal/on its own behalf, at the expense and in the interest of the Consignor entered into the Agreement between JSC ALFA-BANK and \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_.\_\_. 202\_ (date of execution – \_\_.\_\_. 202\_) for purchase and sale of the below financial instruments (hereinafter referred to as FI) as follows:

<b>1.1.</b>	Order type	<ul style="list-style-type: none"><li>- market order – an order to buy/sell financial instruments at the market price (rate of return), which is immediately, based on market conditions, fulfilled by the Investment Banking Firm;</li><li>- limit order – an order to buy/sell financial instruments at the price (rate of return) specified by the Client or better;</li><li>- stop order – an order to buy/sell financial instruments, which is fulfilled by the Investment Banking Firm at the time when the price and/or rate of return (for debt financial instruments) reaches the value specified by the Client;</li><li>- FOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled in case of impossibility to fulfill it on specified terms;</li><li>- IOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or partially if it is impossible to fulfill it to the fullest extent with simultaneous cancellation of unfulfilled part of the order;</li></ul>
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		<p>- AON order – an order to buy/sell a particular number of financial instruments, which is fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled if it is impossible to fulfill it on specified terms;</p> <p>- GTC order – an order to buy/sell financial instruments, which is effective and fulfilled by the Investment Banking Firm until cancellation (revocation) thereof by the Client;</p> <p>- DAY order – an order to buy/sell financial instruments, which is effective until the end of the trading day, whereupon automatically canceled;</p> <p>- loan order – an order to transfer ownership to the other Party (borrower) or to receive ownership from the other Party of a particular number of financial instruments with relevant identification details subject to return thereof within specified period or on demand of one of the Parties;<sup>58</sup></p>
<b>1.2.</b>	FI type:	
<b>1.3.</b>	FI series:	
<b>1.4.</b>	FI issuer:	
<b>1.5.</b>	FI international identification number (ISIN):	
<b>1.6.</b>	Face value of one FI:	
<b>1.7.</b>	Form of existence:	
<b>1.8.</b>	Form of issuance:	
<b>1.9.</b>	Value of one FI:	
<b>1.10.</b>	Total number of FIs:	
<b>1.11.</b>	Total value of FIs:	
<b>1.12.</b>	FI payment date	
<b>1.13.</b>	FI delivery date	
<b>1.14.</b>	Settlement principle	without adherence to the “delivery against payment” principle / with adherence to the “delivery against payment” principle <sup>59</sup>
<b>1.15.</b>	Asset delivery procedure	advance payment by the Buyer/ Pre-delivery by the Seller <sup>60</sup>
<b>1.16.</b>	Bank details for crediting money from sale of securities	
<b>1.17.</b>	Bank details for crediting FI upon purchase	
<b>1.18.</b>	Bank details for crediting money upon purchase of securities, in case of monetary settlements without participation of the Attorney/Commission Agent <sup>61</sup>	
<b>1.19.</b>	List of documents confirming fulfillment of a single order	
<b>1.20.</b>	Place of contract performance	

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<sup>58</sup> Choose as necessary

<sup>59</sup> Choose as necessary

<sup>60</sup> Choose as necessary

<sup>61</sup> To delete in case of an order for sale

2. The Principal/Consignor shall pay the Attorney/Commission Agent a remuneration fee in the amount of **UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_ kopecks)**, VAT exclusive, onto account of **the Attorney/Commission Agent IBAN UA593003460000000000037395014 with JSC ALFA-BANK, USREOU code 23494714.**

3. Remuneration of the Attorney/Commission Agent shall be paid by the Principal/Consignor to the Attorney/Commission Agent **within 3 (three) banking days** upon approval by the Principal/Consignor of the Report of the Attorney/Commission Agent.

4. No expenses incurred by the Attorney/Commission Agent for the fulfillment of the Order shall be reimbursed.

5. The Report is made in two counterparts, one for each of the Parties, in Ukrainian, having equal legal effect.

## 6. REPORT AUTHENTICATION DETAILS

### 6.1. The Attorney or Commission Agent:

\_\_\_\_\_  
**JSC ALFA-BANK**

**Actual address: 100, Velyka Vasylkivska St., Kyiv, 03150**

**Postal address: 100, Velyka Vasylkivska St., Kyiv, 03150**

**USREOU code 23494714**

**Bank details: IBAN**

**UA593003460000000000037395014 with**

**JSC ALFA-BANK**

**Tel./Fax:**

**On behalf of the Attorney or the Commission Agent:**  
\_\_\_\_\_

### 6.2. The Principal or Consignor:

\_\_\_\_\_  
**USREOU code/Taxpayer number:**

**Actual address:**

**Bank details:**

**Securities account:**

**Tel./Fax:**

**On behalf of the Principal or Consignor:**  
\_\_\_\_\_

**Certificate**  
**of fulfillment of the Order for conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated 16.06.2021**

Kyiv

\_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as “**the Attorney**” or “**the Commission Agent**”), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and

\_\_\_\_\_, (hereinafter referred to as “**the Principal or Consignor**”), \_\_\_\_\_, on the other part, hereinafter jointly referred to as “**the Parties**”, have entered into this Certificate of fulfillment of the Order for conclusion of agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_ (hereinafter referred to as “**the Certificate**”) as follows:

1. The Attorney/Commission Agent provided the Principal with the services relating to conclusion of agreements for purchase and sale of financial instruments in the fulfillment of the Order for conclusion of agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_. 202\_ to the Public Master Investment Services Agreement No. \_\_\_ dated \_\_. \_\_. 202\_ (hereinafter referred to as “**the Master Agreement**”), which was concluded between the Attorney/Commission Agent and the Principal /Consignor. For this purpose, the Attorney/Commission Agent on behalf, at the expense and in the interests of the Principal/on its own behalf, at the expense and in the interests of the Consignor entered into the Agreement between JSC ALFA-BANK and \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_.\_\_.202\_ (date of execution – \_\_.\_\_. 202\_) for purchase and sale of the below financial instruments (hereinafter referred to as FI) as follows:

<b>1.1.</b>	Order type	<ul style="list-style-type: none"> <li>- market order – an order to buy/sell financial instruments at the market price (rate of return), which is immediately, based on market conditions, fulfilled by the Investment Banking Firm;</li> <li>- limit order – an order to buy/sell financial instruments at the price (rate of return) specified by the Client or better;</li> <li>- stop order – an order to buy/sell financial instruments, which is fulfilled by the Investment Banking Firm at the time when the price and/or rate of return (for debt financial instruments) reaches the value specified by the Client;</li> <li>- FOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled in case of impossibility to fulfill it on specified terms;</li> <li>- IOC order – an order to buy/sell a particular number of financial instruments, which is immediately, based on market conditions, fulfilled by the Investment Banking Firm to the fullest extent or</li> </ul>
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		<p>partially if it is impossible to fulfill it to the fullest extent with simultaneous cancellation of unfulfilled part of the order;</p> <ul style="list-style-type: none"> <li>- AON order – an order to buy/sell a particular number of financial instruments, which is fulfilled by the Investment Banking Firm to the fullest extent or automatically canceled if it is impossible to fulfill it on specified terms;</li> <li>- GTC order – an order to buy/sell financial instruments, which is effective and fulfilled by the Investment Banking Firm until cancellation (revocation) thereof by the Client;</li> <li>- DAY order – an order to buy/sell financial instruments, which is effective until the end of the trading day, whereupon automatically canceled;</li> <li>- loan order – an order to transfer ownership to the other Party (borrower) or to receive ownership from the other Party of a particular number of financial instruments with relevant identification details subject to return thereof within specified period or on demand of one of the Parties;<sup>62</sup></li> </ul>
<b>1.2.</b>	FI type:	
<b>1.3.</b>	FI series:	
<b>1.4.</b>	FI issuer:	
<b>1.5.</b>	FI international identification number (ISIN):	
<b>1.6.</b>	Face value of one FI:	
<b>1.7.</b>	Form of existence:	
<b>1.8.</b>	Form of issuance:	
<b>1.9.</b>	Value of one FI:	
<b>1.10.</b>	Total number of FIs:	
<b>1.11.</b>	Total value of FIs:	
<b>1.12.</b>	FI payment date	
<b>1.13.</b>	FI delivery date	
<b>1.14.</b>	Settlement principle	without adherence to the “delivery against payment” principle / with adherence to the “delivery against payment” principle <sup>63</sup>
<b>1.15.</b>	Asset delivery procedure	advance payment by the Buyer/pre-delivery by the Seller <sup>64</sup>
<b>1.16.</b>	Bank details for crediting money from sale of securities	
<b>1.17.</b>	Bank details for crediting FI upon purchase	
<b>1.18.</b>	Bank details for crediting money upon purchase of FI, in case of monetary settlements without participation of the Attorney/Commission Agent <sup>65</sup>	



<b>1.19.</b>	Place of contract performance	
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2. The Principal/Consignor paid the Attorney/Commission Agent a remuneration fee in the amount of UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_ kopecks), VAT exclusive.
3. Regarding fulfillment of the terms of the Order for the conclusion of agreement for purchase and sale of financial instruments No. \_\_ dated \_\_.\_\_. 202\_ to the Public Master Investment Services Agreement No. \_\_\_\_ dated \_\_.\_\_. 02\_ (hereinafter referred to as “the Master Agreement”), which has been concluded between the Attorney/Commission Agent and the Principal/Consignor, the Principal/Consignor has no claims against the Attorney/Commission Agent.
4. The Certificate is made in two counterparts, having the same legal effect, one for each of the Parties.

## 5. CERTIFICATE AUTHENTICATION DETAILS

### 5.1. The Attorney or Commission Agent:

\_\_\_\_\_  
**JSC ALFA-BANK**  
**Actual address: 100, Velyka Vasylkivska St., Kyiv, 03150**  
**Postal address: 100, Velyka Vasylkivska St., Kyiv, 03150**  
**USREOU code 23494714**  
**Bank details: IBAN UA593003460000000000037395014 with JSC ALFA-BANK**  
**Tel./Fax:**

**On behalf of the Attorney or the Commission Agent:**

\_\_\_\_\_

\_\_\_\_\_

### 5.2. The Principal or Consignor:

\_\_\_\_\_  
**USREOU code/Taxpayer number:**  
**Actual address:**  
**Bank details:**  
**Securities account:**  
**Tel./Fax:**

**On behalf of the Principal or Consignor:**

\_\_\_\_\_

<sup>62</sup> Choose as necessary

<sup>63</sup> Choose as necessary

<sup>64</sup> Choose as necessary

<sup>65</sup>To delete in case of an order for sale

**Order No. \_\_\_\_\_**  
**(order for resale/order for repurchase)<sup>66</sup>**  
**for conclusion of the agreement for purchase and sale of financial instruments**  
 Kyiv \_\_\_\_\_, 202\_

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as “**the Attorney**” or “**the Commission Agent**”), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and

\_\_\_\_\_, (hereinafter referred to as “**the Principal or Consignor**”), \_\_\_\_\_, on the other part, hereinafter jointly referred to as “**the Parties**”, have entered into this Order (order for resale/order for repurchase) for conclusion of the agreement for purchase and sale of financial instruments according to the Public Master Investment Services Agreement No. \_\_\_ dated \_\_.\_\_.202\_ (hereinafter referred to as “**the Master Agreement**”) for conclusion of the agreement for purchase and sale of financial instruments (hereinafter referred to as “**the Order**”) as follows:

1. The Principal/Consignor entrusts, and the Attorney/Commission Agent undertakes to provide services on the terms defined below

1.1	Subject matter and type of transaction	REPO
1.2	FI type:	
1.3	FI series:	
1.4	Issuer’s name, USREOU code:	
1.5	FI international identification number (ISIN):	
1.6	Face value of FI	
1.7	Issuance form of FI	
1.8	Existence form of FI	
1.9	Number of FIs, pcs.:	
1.10	Total face value of FIs:	
1.11	FI sale/purchase date:	
1.12	Sale/purchase price of one FI:	
1.13	Total contractual sale/purchase value of FI:	
1.14	FI repurchase/resale date:	
1.15	Repurchase/resale price of one FI:	
1.16	Total contractual repurchase/resale value of FI:	
1.17	Commission fee:	
1.18	Effective date of the order	
1.19	Expiry date of the order	upon entry into force to full execution or cancellation subject to the terms and conditions of the corresponding order type
1.20	Place of contract performance	
1.21	FI settlement procedure	
1.22	Money obtained for sale of FI shall be:	
	a) transferred onto current account of the Principal/Consignor	
	b) kept by the Attorney/Commission Agent to conduct further transactions	

1.23	Money for purchase of securities shall be transferred onto account of the Principal/Consignor	
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2. The Principal/Consignor shall pay the Attorney/Commission Agent the remuneration fee referred to in clause 1.17 of the Order onto account of **the Attorney/Commission Agent** No. UA593003460000000000037395014 with JSC ALFA-BANK, USREOU code 234947146. The remuneration fee of the Attorney/Commission Agent shall be paid by the Principal/Consignor to the Attorney/Commission Agent **within 3 (three) banking days** upon approval by the Principal/Consignor of the Report of the Attorney/Commission Agent.

3. The Order is made and signed by the Parties in 2 (two) counterparts, one for each of the Parties. If necessary, the Parties shall make and sign additional copies of the Order. All copies of the Order shall have the same legal effect and are an integral part of the Agreement.

4. The Order shall become effective as from the time of signing thereof.

5. Special conditions:

6. Under this Order, the investment service is determined to be relevant and appropriate and the Attorney/Commission Agent classifies the Principal/Consignor as a non-professional/professional/eligible client<sup>67</sup> in accordance with the information provided in the Client assessment and determination of appropriateness and relevance when concluding the Master Agreement.

7. By signing the Order, the Principal/Consignor<sup>68</sup> confirms that he/she has previously familiarized himself/herself with training information on financial instruments and transactions in financial instruments, as well as on the activities in the capital markets; with basic regulations on investment activities and functioning of capital markets; with possible risks arising in the process of investment activities (such information for the Client about financial services is available at: <https://alfabank.ua/operatsii-z-tsinnimi-paperami>) as well as with the fact that the transactions are not conducted in the interests of persons concerned under individual agreements and by signing the acceptance confirms that he/she has the minimum required level of knowledge and experience to conduct transactions in financial instruments.

## 8. ADDRESSES AND DETAILS OF THE PARTIES

### 8.1. The Attorney or Commission Agent:

\_\_\_\_\_  
**JSC ALFA-BANK**

**Actual address: 100, Velyka Vasylkivska St., Kyiv, 03150**

**Postal address: 100, Velyka Vasylkivska St., Kyiv, 03150**

**USREOU code 23494714**

**Banking details: IBAN UA593003460000000000037395014**

**with JSC ALFA-BANK**

**Tel./Fax:**

**On behalf of the Attorney or Commission Agent:**  
 \_\_\_\_\_

### 8.2. The Principal or Consignor:

\_\_\_\_\_  
**USREOU code/Taxpayer number:**

**Actual address:**

**Banking details:**

**Securities account:**

**Tel./Fax:**

**On behalf of the Principal or Consignor:**  
 \_\_\_\_\_

<sup>66</sup>Type of order

<sup>67</sup>Choose as necessary

<sup>68</sup>Choose as necessary

**REPORT**

**on fulfillment of the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_\_

Kyiv

\_\_\_\_\_, 202\_\_

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as “**the Attorney**” or “**the Commission Agent**”), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one part, and

\_\_\_\_\_, (hereinafter referred to as “**the Principal/Consignor**”), \_\_\_\_\_, on the other part, hereinafter jointly referred to as the Parties, have entered into this Report on fulfillment of **the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase and sale of financial instruments No. \_\_ dated \_\_.\_\_.202\_\_ (hereinafter referred to as “the Report”) as follows:

The Attorney/Commission Agent provided the Principal/Consignor with the services relating to execution of the agreements of purchase and sale of financial instruments (REPO) in the fulfillment of the Order (order for resale/order for repurchase) for conclusion of the agreement for purchase sale of financial instruments No. \_\_ dated \_\_.\_\_.202\_\_ to the Public Master Investment Services Agreement (acceptance as of \_\_\_\_\_ No. \_\_-MA) (hereinafter referred to as “the Master Agreement”), which was concluded between the Attorney/Commission Agent and the Principal/Consignor. For this purpose, the Attorney/Commission Agent on behalf, at the expense and in the interests of the Principal/on its own behalf, at the expense and in the interests of the Consignor entered into the Agreement between JSC ALFA-BANK and \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_.\_\_.202\_\_, date of execution – \_\_\_\_\_ (Part 1), date of execution – \_\_\_\_\_ (Part 2) for purchase and sale of the below financial instruments (hereinafter referred to as FI) as follows:

1.1	Subject matter and type of transaction	REPO
1.2	FI type:	
1.3	FI series:	
1.4	Issuer’s name, USREOU code:	
1.5	FI international identification number (ISIN):	
1.6	Face value of FI	
1.7	Issuance form of FI	
1.8	Existence form of FI	
1.9	Number of FIs, pcs.:	
1.10	Total face value of FIs:	
1.11	FI sale/purchase date:	
1.12	Sale/purchase price of one FI:	
1.13	Total contractual sale/purchase value of FI:	
1.14	FI repurchase/resale date:	
1.15	Repurchase/resale price of one FI:	
1.16	Total contractual repurchase/resale value of FI:	
1.17	Commission fee:	
1.18	Effective date of the order	
1.19	Expiry date of the order	

1.20	Place of contract performance	
1.21	FI settlement procedure	
1.22	Money obtained for sale of FI shall be:	
	a) transferred onto current account of the Principal/Consignor	
1.23	b) kept by the Attorney/Commission Agent to conduct further transactions	
1.24	Money for purchase of financial instruments shall be transferred onto account of the Principal/Consignor	
1.25.	List of the documents confirming fulfillment of the order	

2. The Attorney/Commission Agent transferred money from sale of FI in the amount of UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_\_ kopecks) onto account of the Principal/Consignor IBAN UA\_\_\_\_\_ with \_\_\_\_\_.
3. The Principal/Consignor shall pay the Attorney/Commission Agent the remuneration fee in the amount of UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_\_ kopecks), VAT exclusive, onto account of the Attorney/Commission Agent No. UA5930034600000000000037395014 with JSC ALFA-BANK, USREOU code 23494714, MFO 300346. The remuneration fee of the Attorney/Commission Agent shall be paid by the Principal/Consignor to the Attorney/Commission Agent **within 3 (three) banking days** upon approval by the Principal/Consignor of the Attorney's/Commission Agent's Report.
4. No expenses incurred by the Attorney/Commission Agent for the fulfillment of the Order will be reimbursed.
5. The Report is made in two counterparts, one for each of the Parties, in Ukrainian, having equal legal effect.

## 6. REPORT AUTHENTICATION DETAILS

### 6.1. The Attorney or Commission Agent:

\_\_\_\_\_  
**JSC ALFA-BANK**  
**Actual address: 100, Velyka Vasylkivska St., Kyiv, 03150**  
**Postal address: 100, Velyka Vasylkivska St., Kyiv, 03150**  
**USREOU code 23494714**  
**Bank details: IBAN UA5930034600000000000037395014 with JSC ALFA-BANK**  
**Tel./Fax:**

**On behalf of the Attorney or Commission Agent:**  
\_\_\_\_\_  
\_\_\_\_\_

### 6.2. The Principal or Consignor:

\_\_\_\_\_  
**USREOU code/Taxpayer number:**  
**Actual address:**  
**Bank details:**  
**Securities account:**  
**Tel./Fax:**

**On behalf of the Principal or Consignor:**  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATE

**of fulfillment of the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_\_

Kyiv

\_\_\_\_\_, 202\_\_

**JOINT-STOCK COMPANY ALFA-BANK** (hereinafter referred to as “**the Attorney**” or “**the Commission Agent**”), a taxpayer on general grounds according to the Tax Code of Ukraine, operating on the basis of the License issued by the National Securities and Stock Market Commission to carry out professional activities on the capital markets – trading in financial instruments which envisages broker activities series AE No. 185090 dated 12.10.2012, effective from 13.10.2012 for an unlimited period of time, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, of the one part, and

\_\_\_\_\_, (hereinafter referred to as “**the Principal or Consignor**”), \_\_\_\_\_, of the other part, hereinafter jointly referred to as “**the Parties**”, have entered into this Certificate **of fulfillment of the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase and sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_\_ (hereinafter referred to as “**the Certificate**”) as follows:

1. The Attorney/Commission Agent provided the Principal with services relating to execution of the agreements of purchase and sale of financial instruments (REPO) for fulfillment of **the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase sale of financial instruments No. \_\_\_ dated \_\_.\_\_.202\_\_ to the Public Master Investment Services Agreement No. \_\_\_ dated \_\_.\_\_.202\_\_ (hereinafter referred to as “**the Master Agreement**”), which was concluded between the Attorney and the Principal/Consignor. For this purpose, the Attorney/Commission Agent on behalf, at the expense and in the interests of the Principal/on its own behalf, at the expense and in the interests of the Consignor entered into the Agreement between JSC ALFA-BANK and \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_.\_\_. 202\_\_, date of execution – \_\_.\_\_.202\_\_ (Part 1), No. \_\_\_\_\_ dated \_\_.\_\_.202\_\_, date of execution – \_\_.\_\_.202\_\_ (Part 2) for *purchase and sale*<sup>69</sup> of the below financial instruments (hereinafter referred to as FI) as follows:

1.1	Subject matter and type of transaction	REPO
1.2	FI type:	
1.3	FI series:	
1.4	Issuer’s name, USREOU code:	
1.5	FI international identification number (ISIN):	
1.6	Face value of FI	
1.7	Issuance form of FI	
1.8	Existence form of FI	
1.9	Number of FIs, pcs.:	
1.10	Total face value of FIs:	
1.11	FI sale/purchase date:	
1.12	Sale/purchase price of one FI:	
1.13	Total contractual sale/purchase value of FI, UAH:	
1.14	FI repurchase/resale date:	
1.15	Repurchase/resale price of one FI:	
1.16	Total contractual repurchase/resale value of FI:	
1.17	Commission fee:	
1.18	Effective date of the order	
1.19	Expiry date of the order	
1.20	Place of contract performance	

1.22	FI settlement procedure	
	Money obtained for sale of FI shall be:	
	a) transferred onto current account of the Principal/Consignor	
1.21	b) kept by the Attorney/Commission Agent to conduct further transactions	
1.22	Money for purchase of financial instruments shall be transferred onto account of the Principal/Consignor	

2. The Principal/Consignor paid the Attorney/Commission Agent the remuneration fee in the amount of UAH \_\_\_\_\_ (\_\_\_\_\_ hryvnias and \_\_ kopecks), VAT exclusive.

3. Regarding fulfillment of the terms of **the Order (order for resale/order for repurchase)** for conclusion of the agreement for purchase and sale of financial instruments No. \_\_ dated \_\_.\_\_.202\_\_ to the Public Master Investment Services Agreement No. \_\_ dated \_\_.\_\_.202\_\_, which was concluded between the Attorney/Commission Agent and the Principal/Consignor, the Principal/Consignor has no claims against the Attorney/Commission Agent.

4. The Certificate is made in two counterparts, having equal legal effect, one for each of the Parties.

## 5. SINGLE ORDER AUTHENTICATION DETAILS

### 5.1. The Attorney or Commission Agent:

\_\_\_\_\_

**JSC ALFA-BANK**

**Actual address: 100, Velyka Vasylykivska St., Kyiv, 03150**

**Postal address: 100, Velyka Vasylykivska St., Kyiv, 03150**

**USREOU code 23494714**

**Bank details: IBAN**

**UA593003460000000000037395014 with JSC**

**ALFA-BANK**

**Tel./Fax:**

**On behalf of the Attorney or Commission Agent:**

\_\_\_\_\_

### 5.2. The Principal or Consignor:

\_\_\_\_\_

**USREOU code/Taxpayer number:**

**Actual address:**

**Bank details:**

**Securities account:**

**Tel./Fax:**

**On behalf of the Principal or Consignor:**

\_\_\_\_\_

<sup>69</sup> Choose as necessary

## DECLARATION OF RISK FACTORS

By signing the Master Investment Services Agreement, the Client confirms that he/she familiarized himself/herself with the information specified in this Declaration and assumes all possible risks, including those not directly specified in this Declaration, but related to the transactions on the capital markets, or caused by lack of electronic digital signature, verified using an enhanced key certificate through reliable digital signature tools.

Please note that this Declaration does not disclose all risks in the capital markets due to the variety of situations that arise or may arise.

The Client understands and agrees that the Investment Banking Firm is unable to anticipate and warn the Client of all possible risks.

The Client releases the Investment Banking Firm from any liability in the event of such risks. The Client understands that past experience does not determine future financial results. Any financial success of other persons does not guarantee the same results for the Client.

No information received by the Client from the Investment Banking Firm, its employees and/or authorized representatives is and may not be treated as recommendation to enter into an agreement.

The financial risks associated with the transactions on the capital markets include:

- market risk – the possibility of negative changes in the value of assets due to adverse changes in market prices. Market risks include: price risk (the possibility of full or partial loss of cash, securities and/or other financial instruments due to changes in the value of the financial instrument as a result of fluctuations in market prices); currency risk (the possibility of full or partial loss of cash, securities and/or other financial instruments due to changes in the value of the financial instrument as a result of changes in the exchange rate of one currency against another); interest rate risk – the possibility of full or partial loss of cash, securities and/or other financial instruments due to changes in the value of the financial instrument as a result of adverse changes in market rates);
- credit risk - the possibility of negative changes in the value of the Client's assets due to the inability of counterparties to fulfill their obligations. Analyzing the credit risk of the counterparty, it is necessary to assess the probability of default of the counterparty; the amount at risk; the amount of possible losses in the event of credit event;
- liquidity risk - the possibility of negative changes in the value of the Client's assets due to the impossibility of buying or selling assets in a certain amount at the average market price in the short term. Transactions on derivatives market are associated with the increased financial risks.

There are technical risks when conducting transactions on the capital markets, which may be associated with the problems in the operation of information, communication, electronic and other systems. The Client assumes the risk of financial losses that may occur due to failures in hardware,



software and due to poor communication on the part of the Client. On the capital markets, there are also risks that are not directly related to the Client's actions and particular financial instrument – system risks that reflect the ability of the financial market as a system or its individual components to fulfill their functions.

When the Client conducts transactions in the derivatives market section, among others, the following risks arise:

- The possibility to fully lose not only the down payment, but also any additional funds paid to establish and maintain the position on the derivatives market. If the market moves against the chosen position, then to maintain the position it may be necessary to pay a significant amount of additional funds in the short term. If necessary funds are not paid within the proposed time limit, the position may be closed at a loss.
- Orders aimed at limiting losses do not always limit losses to a pre-determined level, because with rapid changes in the market prices, the price of the transaction may differ significantly from the stop price for the worse.
- The possibility to fully or partially lose funds as a result of insolvency, bankruptcy or other default by the organized market operators and/or other market participants.
- With significant and sharp changes in prices, the market may be found illiquid. In these circumstances, there will be difficulties with closing the positions and limiting the amount of estimated loss.
- A low level of securing a futures contract with money reduces the reliability of investments and guarantees of profit gaining and may lead to greater losses.

The Investment Banking Firm does not provide any promises and/or guarantees that the transactions on the capital markets will necessarily result in a financial gain (income or other result desired by the Client).

The Client assumes the risks associated with:

- actions of trade organizers or public authorities that regulate the activities of the organized market operators;
- adverse changes in inflation rates, hryvnia exchange rate;
- partial or full loss of liquidity of financial instruments.

The Client assumes risks of financial losses due to malfunctions of information, communication, electronic and other systems.

The Client understands that a number of financial instruments have a significant range of price fluctuations during the trading session, which implies a high probability of both profit and loss.

The Client assumes the risks of any financial losses caused by the fact that he/she did not receive or untimely received any notice from of the Investment Banking Firm.

In addition to the specified risks, when conducting transactions on the capital markets the consideration should be taken of legal risk – the possibility of full or partial loss of assets due to unfavorable legislative changes for the Client, including tax legislation, or due to lack of regulations on the capital markets, or their individual sectors.

In view of the above, we recommend that you carefully consider whether the risks arising from the transactions in the capital markets are acceptable to you, taking into account your investment objectives and financial capabilities.

This Declaration is not intended to compel you to abandon transactions on the capital markets, but is intended to help you assess the risks of such transactions and to responsibly address the issue of choosing your investment strategy.

“I have read and understood the declaration of risk factors in the transactions with securities and other financial instruments. I am aware of real risks when making investment decisions”.

\_\_\_\_\_ (Position)      \_\_\_\_\_( Full name)      \_\_\_\_\_( Signature, seal)

\_\_\_\_\_( Completion date)

### **Indicative list of KYC documents for resident individual**

1. An identity document, which according to the legislation of Ukraine may be used in the territory of Ukraine for the conclusion of transactions;
2. Taxpayer identification number;
3. Details of the bank in which the account is opened, IBAN;
4. Information about depository institution in which the FI account is opened, the FI account number.
5. Documents on the transaction for purchase of FI. They may include, depending on the activity in which FI was purchased: agreement for purchase and sale of FI, single agency agreement and report thereto, single order to the master investment services agreement/master agreement and report thereto (along with the master agreement);
6. Documents confirming the ownership of FI – FI account statement;
7. Documents confirming the client's expenses for FI – reports/accounts of the Investment Banking Firm, accounts of the depository institution.

**Indicative list of KYC documents for non-resident individual**

1. An identity document according to the legislation of the country of citizenship may be used in Ukraine to execute transactions;
2. Document certifying registration of individual in the State Register of Individual Taxpayers (identification number);
3. Details of the bank in which the account is opened, IBAN;
4. Information about depository institution in which the FI account is opened, the FI account number.
5. Letter of confirmation of the beneficial (actual) recipient of income;
6. Documents on the transaction for purchase of FI. They may include, depending on the activity in which FI was purchased: agreement for purchase and sale of FI, single agency agreement and report thereto, single order to the master investment services agreement/master agreement and report thereto (along with the master agreement);
7. Documents confirming the ownership of FI – FI account statement;
8. Documents confirming the client's expenses for FI – reports/accounts of the Investment Banking Firm, accounts of the depository institution.

**Indicative list of KYC documents for resident legal entity**

1. Constituent document or information on the access code (description) to the results of the provision of administrative services.
2. Extract or Excerpt from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Formations.
3. Documents confirming the appointment of persons entitled to act on behalf of a legal entity without a power of attorney (protocol, order).
4. Power of attorney, if the person acts on behalf of a legal entity on the basis of power of attorney.
5. Document certifying an authorized person.
6. Document certifying registration of an authorized person in the State Register of Individual Taxpayers (identification number).
7. The original or a copy of the document containing information on the details of the bank account.
8. Schematic representation of the ownership structure.
9. Financial statements for recent tax period.
10. Licenses (if any).

**Indicative list of KYC documents for non-resident legal entity**

1. Certificate of Incorporation / Extract from the Trade Register or equivalent;
2. Memorandum and Articles of Association or equivalent;
3. Certificate of Incumbency / Good Standing / Extract from the Trade Register or equivalent (not more than 6 months old);
4. Certificate of Registered address;
5. Tax Residence Certificate or equivalent;
6. License(s), if any;
7. List of Authorized Signatories;
8. Standard Settlement Instructions (SSI) / List of bank accounts;
9. Annual Financial Statements (if any);
10. Certificate of Directors or equivalent;
11. Certificate of Shareholders;
12. Ownership structure of the Company, including all Ultimate Beneficial Owners;
13. Trust of Declaration / Deed of Trust (if any);
14. Power of attorney for all persons duly authorized to act b/o the company;
15. Copy of Passports of Directors, Authorized Signatories, Shareholders, Ultimate Beneficial Owners, Attorneys;
16. Proof of Address of Directors, Authorized Signatories, Shareholders, Ultimate Beneficial Owners, Attorneys;
17. FATCA form W-8 / W-9;
18. Letter of confirmation of the beneficial (actual) recipient of income;
19. Documents on the transaction relating to purchase of FI. They may include, depending on the activity in which FI was purchased: agreement for purchase and sale of FI, single agency agreement and report thereto, single order to the master investment services agreement/master agreement and report thereto (along with the master agreement);
20. Documents confirming the ownership of FI – FI account statement;
21. Documents confirming the Client's expenses for FI – reports/accounts of the Investment Banking Firm, accounts of the depository institution.

[ON THE COMPANY'S LETTERHEAD / НА БЛАНКЕ ОРГАНІЗАЦІИ]

**Confirmation of the beneficial ownership with respect to the income received under GENERAL AGREEMENT ON PROVISION OF INVESTMENT SERVICES**

[specify ref number and date of the agreement]

**Підтвердження статусу бенефіціарного власника щодо доходів згідно ГЕНЕРАЛЬНОГО ДОГОВОРУ ПРО НАДАННЯ ІНВЕСТИЦІЙНИХ ПОСЛУГ**

[вказати номер, дату договору]

Herewith, [full company name, legal address] (hereinafter – «**the Company**») confirms the following.

Цим [повне найменування компанії, повна адреса реєстрації] (далі - «**Компанія**») підтверджує наступне.

1. The Company is a tax resident of [name of jurisdiction] and the Company is entitled for the benefits of [name and date of Double Tax Treaty between the Government of Ukraine and the Government of country of **the Company**] (hereinafter – «**the DTT**»).

1. Компанія являється податковим резидентом [найменування юрисдикції] та особою, до якої застосовуються положення [найменування та реквізити діючої Конвенції про уникнення подвійного оподаткування між Урядом України та Урядом країни Компанії (далі – «**Конвенція**»).

2. The Company confirms being the beneficial owner (actual recipient of income) in terms of article 103 of the Tax Code of Ukraine of income (hereinafter all together - «**the Income**») arising out of GENERAL AGREEMENT ON PROVISION OF INVESTMENT SERVICES [specify ref number and date of the agreement] between JSC Alfa-Bank and the Company (hereinafter – «**the Agreement**»).

2. Компанія має фактичне право відповідно до ст.103 Податкового кодексу України на отримання доходів (все разом далі – «**Доходи**»), отримані Компанією відповідно до **ГЕНЕРАЛЬНОГО ДОГОВОРУ ПРО НАДАННЯ ІНВЕСТИЦІЙНИХ ПОСЛУГ** [вказати номер та дату договору] між АТ «АЛЬФА-БАНК» та Компанією (надалі – «**Договір**»).

3. The Company recognizes itself the beneficial owner of the Income, has sufficient authorities, actually receives the economic benefits from the Income and determines its further economic application, i.e. is entitled to use and to dispose of the Income discretionary.

3. Компанія являється безпосереднім вигодоотримувачем Доходів, має для цього достатньо повноважень, фактично отримує вигоди від Доходів і визначає їх подальшу економічну долю, тобто має право самостійно користуватись та розпоряджатись отриманими даними Доходами.

4. The Company confirms it is not an agent, nominal holder (nominal owner) or intermediary (does not perform intermediary functions) for the Income.

4. Компанія підтверджує, що не є агентом, номінальним утримувачем (номінальним власником) або посередником

5. The Company confirms it has the right to apply all tax benefits provided by the DTT and does not fall under any restrictions or limitations on the application of tax benefits in accordance with the DTT.

6. The Income of the Company will be in full amount included into the Profit and Loss Statement (will not be accounted on off-balance accounts) prepared in accordance with [specify financial reporting standard].

7. The Company pays corporate tax in a jurisdiction of its tax residency (taxpayer individual number [specify TIN]).

8. The Income of the Company arising out of the Agreement will be taken into account in the Profits tax base (corporate income tax base) of the Company.

9. The Company has no contractual obligations on further economic destiny of the Income; the Company does not act as an intermediary for the Income on behalf of any third party and does not transfer/shall not transfer the Income (in full or in most it part) to any other party, regardless of the method of such transfer; the Organization undertakes all business risks, performs and uses substantial assets all income related functions.

10. Internal policies/shareholders agreements/other documents of the Company regulating dividend policy do not restrict / set pre-determined rules for income/cash distribution to other entities.

11. Directors, executive management of the Company have an authority and actually make decisions regarding investments and

(не виконує посередницькі функції) щодо такого Доходу.

5. Компанія підтверджує, що має право на застосування пільг, передбачених Конвенцією, та не підпадає під будь-які обмеження щодо застосування податкових пільг, передбачених Конвенцією.

6. Доходи, отримані Компанією по Договору, в повному обсязі будуть відображені в складі доходів Компанії в Звіті про Прибутки та Збитки (не на позабалансових рахунках), складеному у відповідності [вказати стандарт фінансової звітності].

7. Компанія являється платником податку на прибуток (податку на корпоративний дохід) в юрисдикції свого податкового резидентства (номер платника податків [вказати номер]).

8. Доходи, які Компанія отримує по Договору, будуть віднесені до бази оподаткування податком на прибуток Компанії.

9. Компанія не має договірних зобов'язань, які визначають подальшу економічну долю Доходів; Компанія не здійснює по відношенню до Доходів посередницьких функцій в інтересах інших осіб і не передає/ не передаватиме отримані Доходи (повністю або переважну його частину) на користь іншої особи незалежно від способу оформлення такої передачі; Компанія бере на себе всі підприємницькі ризики, виконує функції і використовує значні активи, пов'язані з отриманням Доходу.

10. Внутрішні політики/акціонерні угоди/інші документи, що регулюють дивідендну політику Компанії, не містять обмежень/передбачені варіанти розподілу доходів/грошових коштів на користь інших організацій.

11. Директора, головні (керівні) посадові особи Компанії уповноважені і фактично приймають рішення щодо інвестиційної діяльності Компанії та розпорядження



income management, including the Income arising out of the Agreement.

Directors, executive management of the Company have no restrictions / instructions regarding the Income arising out of the Agreement.

12. Company's qualified personnel performing its functions in the country of the Company's permanent location carry out the activity of the Company.

13. The Company owns or uses appropriate assets, has sufficient equity to effectively perform its functions, use the assets and manage the risks associated with obtaining the relevant Income.

14. By signing this Confirmation the Company:

– confirms that any payment to the Company under the Agreement is not related to the activities of the Company in the Ukraine, including the one leading to the creation of a permanent establishment in the Ukraine in the meaning of the Tax Code of Ukraine and the DTT;

– undertakes to notify JSC Alfa-Bank within 3 working days if some or all of the provisions of this Confirmation will become invalid, by sending the official notification in written form with clarification the essence of the changes;

– undertakes to repay any additional taxes, fines and penalties accrued to JSC Alfa-Bank by the Ukrainian Tax Authorities within 10 business days from receipt of JSC Alfa-Bank claim in the case of tax authorities recognize the application of a reduced tax rate illegal and such an application of reduced rates was made on the basis of the assurances contained in this Confirmation.

15. In the event of any inconsistency between English and Ukrainian wordings of

доходами Компанії, включаючи Доходи, отримані по Договору.

Директори, головні (керівні) посадові особи Компанії не мають обмежень/інструкцій стосовно їх повноважень щодо розпорядження Доходами, отриманими Компанією по Договору.

12. Діяльність Компанії здійснюється силами її кваліфікованого персоналу, який виконує свої функції в країні постійного місцезнаходження Компанії.

13. Компанія має у володінні або користуванні відповідні основні засоби, достатньо власного капіталу для фактичного виконання функцій, використання активів та управління ризиками, пов'язаних з отриманням відповідного Доходу.

14. Підписуючи дане Підтвердження Компанія:

• підтверджує, що будь-який платіж на користь Компанії, на підставі Договору не пов'язаний з діяльністю Компанії в Україні, включаючи таку, яка призведе до створення постійного представництва в Україні в розумінні Податкового кодексу України та Конвенції;

• зобов'язується протягом 3х робочих днів повідомити АТ «Альфа Банк» про те, що окремі або всі положення, викладені в даному Підтвердженні, стали недійсними, шляхом направлення офіційного повідомлення в письмовій формі з викладенням суті змін;

• зобов'язується протягом 10 робочих днів з дати вимоги АТ «Альфа Банк» відшкодувати будь-які донарахування податків та штрафних санкцій, у випадку визнання податковим органом неправомірності застосування понижених податкових ставок під час виплати Доходів на користь Компанії відповідно до положень Конвенції на підставі запевнень, викладених в даному Підтвердженні.

15. У випадку будь-яких розбіжностей між англійським та українським текстом

the Confirmation or a difference in the interpretation thereof, Ukrainian version shall prevail.

Підтвердження або у випадку відмінностей у трактуванні український текст має переважну силу.

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signature / підпис

[full name / ПІБ]

[position / должность]

on the base of [name and details of the document on the basis of which the person has the right to sign on behalf of the Company] / на основани [наименование и реквизиты документа на основани которого лицо имеет право подписи от имени Компани]

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[full name / ПІБ]

[position / посада]

on the base of [name and details of the document on the basis of which the person has the right to sign on behalf of the Company] / на підставі [назва та реквізити документа на підставі якого особа має право на підпис від імені Компанії]

**Confirmation of the beneficial ownership with respect to the income received in the relationship with JSC Alfa-Bank**

**Підтвердження статусу бенефіціарного власника доходів при взаємовідносинах з АТ «Альфа-Банк»**

Herewith, [full name, full address of registration] (hereinafter – «the Person») confirms the following.

Цим [ПІБ, повна адреса реєстрації] (далі - «Особа») підтверджує наступне.

1. The Person is a tax resident of [name of the country of residency ] and the Person is entitled for the benefits of the Double Tax Treaty between the Government of Ukraine and the Government of country of residence of the Person, subject to existence of such valid international treaty (hereinafter – «the DTT»).

1. Особа являється податковим резидентом [найменування країни, резидентом якої є особа ] та Особою, до якої застосовуються положення міжнародного договору про уникнення подвійного оподаткування між Урядом України та Урядом країни, резидентом якої є Особа, в разі наявності діючого міжнародного договору (далі – «Конвенція»).

2. The Person confirms being the beneficial owner (actual recipient of income) in terms of article 103 of the Tax Code of Ukraine regarding the receipt of income in accordance with the terms of the contractual relations with JSC Alfa-Bank and / or its tariffs (hereinafter - «the Income»).

2. Особа має фактичне право відповідно до ст.103 Податкового кодексу України на отримання доходів відповідно до договірних взаємовідносин з АТ «Альфа-Банк» та/або тарифів АТ «Альфа-Банк» (далі – «Доходи»).

3. The Person recognizes himself/herself the beneficial owner of the Income, has sufficient authorities, actually receives the economic benefits from the Income and determines its further economic application, i.e. is entitled to use and to dispose of the Income discretionary.

3. Особа являється безпосереднім вигодоотримувачем Доходів, має для цього достатньо повноважень, фактично отримує вигоди від Доходів і визначає їх подальшу економічну долю, тобто має право самостійно користуватись та розпоряджатись отриманими даними Доходами.

4. The Person confirms he/she is not an agent, nominal holder (nominal owner) or intermediary (does not perform intermediary functions) for the Income.

4. Особа підтверджує, що не є агентом, номінальним утримувачем (номінальним власником) або посередником (не виконує посередницькі функції) щодо такого Доходу.

5. The Person confirms he/she has the right to apply all tax benefits provided by the DTT (if any) and does not fall under any restrictions or limitations on the application of tax benefits in accordance with the DTT (if any).

5. Особа підтверджує, що має право на застосування пільг, передбачених Конвенцією, та не підпадає під будь-які обмеження щодо застосування податкових пільг, передбачених Конвенцією ( в разі її наявності).

6. The Income received by the Person under the Agreement and / or tariffs of JSC Alfa-Bank will be fully reflected in the income in the tax reporting complex in

6. Доходи, отримані Особою по Договору та/або тарифам АТ «Альфа-Банк», в повному обсязі будуть відображені в складі доходів у податковій звітності складаній у

accordance with the legislation of the country of residence.

7. The Person pays personal income tax (income tax) in a jurisdiction of his/hers tax residency (taxpayer individual number [specify TIN]).

8. The Income of the Person arising out of the Agreement and / or tariffs of JSC Alfa-Bank will be taken into account in the Profits tax base (income tax base) of the Person.

9. The Person has no contractual obligations on further economic destiny of the Income; the Person does not act as an intermediary for the Income on behalf of any third party and does not transfer/shall not transfer the Income (in full or in most it part) to any other party, regardless of the method of such transfer.

10. By signing this Confirmation the Person:

– confirms that any payment to the Person under the Agreement is not related to the activities of the Person in Ukraine, including the one leading to the creation of a permanent establishment in Ukraine in the meaning of the Tax Code of Ukraine and the DTT(if any );

– undertakes to notify JSC Alfa-Bank within 3 working days if some or all of the provisions of this Confirmation will become invalid, by sending the official notification in written form with clarification the essence of the changes;

– undertakes to repay any additional taxes, fines and penalties accrued to JSC Alfa-Bank by the Ukrainian Tax Authorities within 10 business days from receipt of JSC Alfa-Bank claim in the case of tax authorities recognize the application of a reduced tax rate illegal and such an application of reduced tax rates when paying Income in favor of a Person in accordance with the provisions of the DTT (if any), which was made on the basis of the assurances contained in this Confirmation.

відповідності до законодавства країни резидентності.

7. Особа являється платником податку на доходи фізичних осіб (прибутковий податок) в юрисдикції свого податкового резидентства (номер платника податків [вказати номер]).

8. Доходи, які Особа отримує по Договору та /або тарифам АТ «Альфа-Банк», будуть віднесені до бази оподаткування доходів (прибутку) Особи.

9. Особа не має договірних зобов'язань, які визначають подальшу економічну долю Доходів; Особа не здійснює по відношенню до Доходів посередницьких функцій в інтересах інших осіб і не передає/ не передаватиме отримані Доходи (повністю або переважну його частину) на користь іншої Особи незалежно від способу оформлення такої передачі.

10. Підписуючи дане Підтвердження Особа:

- підтверджує, що будь-який платіж на користь Особи, на підставі Договору не пов'язаний з діяльністю Особи в Україні, включаючи таку, яка призведе до створення постійного представництва в Україні в розумінні Податкового кодексу України та Конвенції (в разі її наявності);

- зобов'язується протягом 3х робочих днів повідомити АТ «Альфа-Банк» про те, що окремі або всі положення, викладені в даному Підтвердженні, стали недійсними, шляхом направлення офіційного повідомлення в письмовій формі з викладенням суті змін;

- зобов'язується протягом 10 робочих днів з дати вимоги АТ «Альфа-Банк» відшкодувати будь-які донарахування податків та штрафних санкцій, у випадку визнання податковим органом неправомірності застосування понижених податкових ставок під час виплати Доходів на користь Особи відповідно до положень Конвенції ( в разі її наявності) на підставі запевнень, викладених в даному Підтвердженні.

11. In the event of any inconsistency between English and Ukrainian wordings of the Confirmation or a difference in the interpretation thereof, Ukrainian version shall prevail.

11. У випадку будь-яких розбіжностей між англійським та українським текстом Підтвердження або у випадку відмінностей у трактуванні український текст має переважну силу.

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[full name / ПІБ] \ [signature / Підпис]

**ACCEPTANCE No. \_\_\_\_\_**  
**of JSC ALFA-BANK Public Offer for conclusion**  
**of the Public Master Investment Services Agreement**  
**(individual part of the Public Master Investment Services Agreement)**

**CLIENT:** \_\_\_\_\_

*(for a legal entity: full and/or abbreviated name (if any); USREOU code – for a resident legal entity; registration number according to the commercial, banking or judicial register or register of local authority of foreign state on registration of the legal entity (hereinafter referred to as the “registration number”) - for a non-resident legal entity; licenses (if any)), represented by \_\_\_\_\_, acting under \_\_\_\_\_,*

*(for a private person: full name, passport data, taxpayer identification number, place of residence, bank details, contact information, authorized person and document certifying the authority),*

Whereas being guided by the provisions of Article 634 of the Civil Code of Ukraine, the Law of Ukraine On Capital Markets and Organized Commodity Markets, the Law of Ukraine On Financial Services and State Regulation of Financial Services Markets and other regulations of Ukraine by signing this Acceptance of Public Offer (hereinafter referred to as “the Public Offer”) by JSC ALFA-BANK (hereinafter referred to as “the Investment Banking Firm”) for conclusion of the Public Master Investment Services Agreement (hereinafter referred to as “the Master Agreement”), which is an individual part of the Master Agreement, accept the terms and confirm acceptance of the Public Offer and accession to the Master Agreement between me and JSC ALFA-BANK on the terms set forth in the Public Offer and the Master Agreement with all annexes thereto posted on the website of the Investment Banking Firm at [alfabank.ua](http://alfabank.ua) (or in case of further changes therein – at another e-mail address to be specified in the Public Offer and/or the Master Agreement).

By signing this Acceptance, the Client also agrees and confirms the following terms and conditions:

1. By signing this Acceptance, the Client irrevocably confirms that it has familiarized itself with the full text, all terms and conditions of the Master Agreement, as well as annexes thereto, in particular the Tariffs of the Investment Banking Firm posted on the website of the Investment Banking Firm at [alfabank.ua](http://alfabank.ua), and agrees with these documents and undertakes to comply with them, and confirms that it has full understanding of the purport of the Master Agreement and all annexes thereto, meaning of all its terms and conditions and unconditionally states that the Master Agreement does not contain provisions that are or could be burdensome for the Client.

2. The Client hereby entrusts and gives the Investment Banking Firm all necessary, appropriate and sufficient powers to act in the interests of the Client in relations with third parties and/or to take any other actions aimed at providing the Client with investment services.

3. Prior to signing this Acceptance, the Investment Banking Firm assessed the Client to obtain an opinion on the Client’s ability to make its own investment decisions and assess personal risks associated with the transactions in financial instruments and provision of investment services by the Investment Banking Firm under the Master Agreement.

The Client confirms and agrees that the Investment Banking Firm, based on the results of the Client assessment, classified the Client as:

4.3. Qualified investor:

- professional client;
- eligible counterparty;

4.4. unqualified investor – non-professional client;

If the agreement is executed via the System or Diia App, the Client is assessed as an unqualified investor, and the Client may be assessed as qualified investor in the manner prescribed in clause 3.1. of Section III of the Master Agreement in accordance with Annexes 1, 1.1., 1.2., 2.1., 2.2., 2.3., 3.1., 3.2., 3.3. and

3.4., herewith for the purpose of executing the agreement via the System or Diia App the Client will be assessed as an unqualified investor.

In the manner prescribed by the Master Agreement and the applicable laws of Ukraine, the Client has the right to apply to the Investment Banking Firm in order to assign it to a different category, and such category change may lead to changes in the level of Client protection. The Client is notified and aware of the fact that qualified investor is provided with a lower level of protection in accordance with the applicable laws, including in the terms of the scope of information on services, financial instruments, investment strategies for adoption of investment decisions by them based on their expertise and experience.

5. The rights and obligations of the Client and the Investment Banking Firm, liability of the Client and the Investment Banking Firm, dispute resolution procedure, procedure for accrual and payment of remuneration fee for investment services provided by the Investment Banking Firm, procedure, terms and methods of reporting by the Investment Banking Firm to the Client, information on communication methods, validity period of the Master Agreement are known to the Client and defined in the Master Agreement.

6. By signing this Acceptance, the Client familiarized itself with and confirms its full understanding, as well as agrees to the procedure of the Client's interaction with the Investment Banking Firm under the Master Agreement and individual agreements, including the procedure for fulfillment of the Client's Orders (instructions) according to the terms of the Master Agreement.

7. By signing this Acceptance, the Client confirms that the information on the terms and operating procedures of the Investment Banking Firm, subject to the requirements established by Part 1 of Article 12 of the Law of Ukraine On Financial Services and State Regulation of Financial Services Markets, is provided by the Investment Banking Firm to the Client in full.

8. By signing this Acceptance, the Client confirms that the information referred to in Part 2 of Article 12 of the Law of Ukraine On Financial Services and State Regulation of Financial Services Markets is provided by the Investment Banking Firm to the Client in full.

9. By signing this Acceptance, the Client confirms that the information on the general nature and/or sources of potential conflict of interest is provided by the Investment Banking Firm to the Client. The Client is notified of the existing and/or potential conflict of interest that may arise during the transactions between the Investment Banking Firm and the Client and by signing this Acceptance gives its consent to such transactions.

10. The Client confirms and certifies that all information and documents provided to the Investment Banking Firm are relevant, complete, comprehensive, accurate, and the Client undertakes to notify the Investment Banking Firm of any changes in this information and/or documents and is liable for the accuracy of information provided.

11. By signing this Acceptance, the Client confirms that it is notified of the purpose of processing of personal data by the Investment Banking Firm, namely: financial and economic activities of the Investment Banking Firm, offering and/or providing a full range of investment services by the Investment Banking Firm and/or to third parties (any persons with whom the Investment Banking Firm has contractual arrangements, including through direct contact with the owner of personal data by means of communication); provision of investment services of the Investment Banking Firm to third parties and/or for performance of the agreements entered into by the Investment Banking Firm with third parties; protection by the Investment Banking Firm of its rights and interests; exercise by the Investment Banking Firm of the rights and performance of obligations under other relations between the Client and the Investment Banking Firm, as well as processing of personal data/other owner(s) of personal data. The authorized representative of the Client, as the owner of personal data, gives the Investment Banking Firm its unambiguous consent to processing of personal data in accordance with the requirements of the Law of Ukraine On Personal Data Protection. The authorized representative of the Client, as the owner of personal data, confirms that it is notified in writing of the owner of personal data, the scope and contents of personal data collected, rights under the Law of Ukraine On Personal Data Protection, the purpose of collecting personal data and persons to whom its personal data is transferred.

12. By signing this Acceptance, the Client confirms that it accepts the offer of the Investment Banking Firm to use an analogue of handwritten signature of the authorized person of the Investment Banking Firm and the seal (if used) of the Investment Banking Firm, reproduced by copying, which samples are

contained in the Master Agreement, for signing by the Investment Banking Firm any documents and executing any transactions under the Master Agreement, which may be signed using the analogue of handwritten signature of the authorized person of the Investment Banking Firm.

13. By acceding to the Master Agreement and signing this Acceptance, the Client confirms that it agrees with the fact that the Investment Banking Firm has the right to record all telephone conversations and e-mails with the Client, which are or may be related to acceptance, processing and fulfillment of the Client's Orders for the purpose of providing the investment services.

14. The date of acceding by the Client to the Master Agreement shall be the date of signing this Acceptance, if the Investment Banking Firm has no remarks on the documents provided by the Client in accordance with the terms of the Master Agreement and the applicable laws of Ukraine.

15. As from the date of signing this Acceptance, the Client acquires all rights and obligations set forth in the Master Agreement and undertakes to perform its own obligations set forth in the Master Agreement in a proper way and to the fullest extent.

In witness whereof, the Client signed this Acceptance and expressed its will to accept the terms of Public Offer and accede to the Master Agreement:

**Client:** \_\_\_\_\_

**Client's details:** \_\_\_\_\_

**Legal address/Registered address:**

**Postal address:**

**Bank details:**

**Securities account:**

**Contact information (telephone, e-mail)**

Signature of the Client:

\_\_\_\_\_  
(full name, position/signatory authority)

Signature date: \_\_\_\_\_

**Investment Banking Firm: JSC ALFA-BANK**

Payment details of the Investment Banking Firm:

Actual address:

Bank details:

Depository code of securities account:

Telephone, e-mail:

Client's signature:

\_\_\_\_\_  
(full name, position/signatory authority)

Signature date: \_\_\_\_\_