### **INVESTMENT SERVICES AGREEMENT**



concluded between

InterCapital Securities Ltd., an investment company with its registered office in Zagreb, Masarykova 1, TIN: 68481874507 (hereinafter referred to as: "Company", "InterCapital" or "We") and							
	PIN						
permanent	residence in						
1							
represente	d by (hereinafter referred to as:"Client"),						
(Client and	InterCapital hereinafter referred to as: "Parties")						
Financial S InterCapit InterCapit	al is an investment company operating under licence to carry out investment and ancillary services issued by the Croatian ervices Supervisory Agency.  al is a member of Zagreb Stock Exchange and Ljubljana Stock Exchange.  al submitted to the competent authorities passport notifications and provides investment and ancillary services within the the Republic of Slovenia.						
Brokerage choose the Custody So	services offered by InterCapital include:  Services: As part of Brokerage Services in addition to placing orders in person, by phone and / or e-mail, our Clients may electronic access that enables them to give Orders to InterCapital by using our Electronic platform.  ervices: If you want to trade foreign Financial Instruments (other than Croatian), please choose our Custody Services along okerage Services.						
General Te services an discrepancy prevail. Th out in this	ized terms used in this Agreement shall have the same meaning as defined in our General Terms and Conditions. The erms and Conditions shall apply to the execution of Orders, the Instructions, the provision of investment and ancillary dother services provided for in this Agreement and shall form an integral part of this Agreement. In the event of any between the provisions of the Agreement and the General Terms and Conditions, the provisions of this Agreement shall is Agreement constitutes the entire agreement between the Client and InterCapital with respect to provision of services set Agreement (the "Services"), and supersede all prior understandings and agreements, whether oral or written, between or Parties hereto with respect to Services.						
C	AVAILABLE SERVICES Article 1.						
	ose which of the following services you want to use by marking the appropriate checkbox below: choose more than one service)						
	BROKERAGE SERVICES - FINANCIAL INSTRUMENTS OF CROATIAN ISSUERS						
	BASIC ACCOUNT						
	☐ TRANSACTIONAL INVESTOR ACCOUNT						
	BROKERAGE SERVICES - FINANCIAL INSTRUMENTS OF FOREIGN ISSUERS						
	ELECTRONIC BROKERAGE SERVICES						
	CUSTODY SERVICES						
	BROKERAGE SERVICES						

### Article 2.

- 1. If you choose our Brokerage Services You authorize InterCapital to:
  - a) receive and transfer/execute Orders;
  - b) settle Transactions according to the rules and standard market practice applicable on the relevant Execution Venue;
  - c) record Financial Instruments on the Financial Instruments account stored with SKDD, CSD, which are registered with the InterCapital;
  - d) receive the Client's funds on their Cash Account;
  - e) register the Financial Instruments with the Company and upon settlement of all due obligations to InterCapital, register the Financial Instruments to the Client's SKDD and CSD account, all at the Client's request.

2.	InterCapital undertakes to open Bac on behalf of the Client and to keep in									-	pending on the Client's choice, in its books
3.	3. When giving Orders the Client will identify himself by the following password:										
	Password:										
											d it is used to identify the Client upon giving k or liability arising out of authorized use of
4.	. When giving Orders / Instructions via e-mail, the Client will use the following e-mail address:										
	E-mail address:										
	The Client assumes any risk and lia for transfer of Financial Instruments					nauthor	izeo	l use	of e	-ma	il in giving Orders for trading / instructions
	The Parties hereto agree that any Oronumbers and e-mail addresses.	lers iss	ued to	InterCa	ipital 1	may be	sub	mitt	ed so	lely	and exclusively to the following telephone
	+385 1 /4825-890, +385 1 /4825-89		5 1 /48	25-892	, +385	5 1 /482	25-8	396			
	E-mail address: brokeri@intercapita	al.hr									
6.	If the Client does not use the correct	passw	ord, In	iterCap	ital m	ay refu	se t	o rec	eive	the	Order
	BROKERAGE SER	VICE	S WIT	H FIN		AL INicle 2.a		RUM	1EN	TS (	OF CROATIAN ISSUERS
1.	For the purposes of trading with cert (SKDD-CCP, the Client chooses (pl						n th	e Za	greb	Stoc	ck Exchange that are subject to clearing by
	Omnibus account										
	Individual account	annua	ıl fee 3.	.318,07	EUR	- if app	olic	able			
		choos	se to us	e an in	dividu	ial or o	mni	bus a			is chosen an omnibus account. Regardless of with the obligation to pay a fee as specified in
	By choosing the account type, the Client acknowledges that he/she is aware of the risk arising from such account type and other data in relation to clearing by SKDD-CCP as described in "General information about the Company" published on Web site: inter.capital										
2.	In case of opening Transactional Inv (please tick the corresponding box):	estor A	Account	t, the C	lient a	igrees t	hat	payr	nent	of fu	ands from corporate actions will be made to:
	Client's cash accoun	t subm	nitted to	o CDC	C or;						
	Client special purpos	es acco	ount reg	gistered	l with	InterCa	apit	al			
In	case the Client did not selected the ty	pe of	accoun	t, it wil	l be c	onsider	ed t	hat l	ne ha	s cho	osen the cash account submitted to CDCC
	y choosing Basic or Transactional Inv formation and risks described in "Ger										ne Client confirms that he/she is aware of all n Web site: inter.capital
		EL	LECTR	RONIC		KERA	GF	E SE	RVI	CES	3
	the Client opts to use the InterCapital strument traded on the Execution Ver		etronic	System	ı it wi	ll be ab	le t	o ele	ctror	ical	ly transmit Orders relating to a Financial
Int	terCapital undertakes to:										
	a) provide the Client with technical	and IT	Γ infras	tructur	e for c	riving c	orde	rs vi	a Ele	ectro	onic System

- b) provide technical support for the purposes of installation of the computer program until the moment of its operability
- c) maintain the Electronic System
- d) open for the Client and maintain in its books a Basic Account or Transactional Investor Account, depending on the Client' choice
- e) perform any other activity prescribed by law or as agreed between the Client and InterCapital related to Financial Instruments or cash held in the Client's Basic Account or Transactional Investor Account

# CUSTODY SERVICES Article 4.

If You chose custody services InterCapital shall:

- a) open in its books the Client's Custody Account
- b) accept Client's Financial Instruments on its Custody Account
- c) safekeep Client's Financial Instruments on its Custody Account
- d) record all changes and inform the Client on all changes that occur due to the purchase or sale of Financial Instruments
- e) notify the Client about Corporate Actions provided that the information on Corporate Actions was delivered to InterCapital in a timely manner.
- f) receive and execute Instruction
- g) provide other services as agreed between the Client and InterCapital

# SERVICE FEES AND EXPENSES Article 5.

For the activities performed by InterCapital for the Client pursuant to this Agreement, the Client undertakes to pay to InterCapital fees and all additional expenses in accordance with the Price List of Investment Services (hereinafter: the "Price List"). The Client agrees that InterCapital has the right to unilaterally and at any time change the Price List. InterCapital undertakes to notify the Client of any change in the Price List at least 8 days before the entry into force of the new Price List.

In the event that the fees listed in the Price List are burdened with any taxes and / or other charges, the listed taxes or fees shall be borne by the Client.

# COMPANY OBLIGATIONS Article 6.

Prior to providing investment services, InterCapital is obliged to provide its clients certain information including information about InterCapital, Financial Instruments, types of Financial Instruments and risks associated with such Financial Instruments, information regarding the protection of Financial Instruments or cash funds of the Client, including the risks that arise from the omnibus account. All of the mentioned information, as well as information on dealing with Client complaints can be found in the document titled "General Information" published on the Web Site: inter.capital.

Information on costs and related fees arising from the service or transaction will be delivered to the Client in standardized form. Prior to the execution of the service or Transaction, InterCapital is obligated to disclose to all information about the costs and charged arising from such services and Transactions. Disclosures about such costs and charges can be found in the Price List. The Company will regularly provide information about all costs and expenses related to the Financial Instruments and investment and ancillary services. Such information is based on incurred costs and it is delivered on a personalized basis.

InterCapital executes the Client's orders in accordance with the Best Execution Policy. The Best Execution Policy is available on the Web Site: <a href="inter.capital">inter.capital</a> in the document titled "Best Execution Policy". InterCapital will annually publish the five best execution venues in terms of trading volume at which InterCapital in the previous year executed Client Orders for each class of Financial Instrument in a document titled "Five best execution venues" published on the Web Site: <a href="inter.capital">inter.capital</a>.

# CLIENT OBLIGATIONS Article 7.

The Client undertakes to notify InterCapital immediately in writing of any changes of personal information mentioned in this Agreement, otherwise InterCapital will deem the latest information received from the Client to be valid and shall not be responsible to the Client for any damage that might occur due as a result of the Client's non-compliance with this provision.

In addition to the obligations set out in paragraph 1 of this Article, the Client undertakes to:

- a) deliver other appropriate and reasonable documents to InterCapital upon request, where necessary for the performance of any activities related to the prevention of money laundering, or in the event that the information on the Client should be sought from InterCapital by judicial, administrative or any other body authorized to seek such information.
- b) immediately notify InterCapital of any limitation, material right and/or other incumbent in favour of a third party on the Financial Instruments held by the Client that might be subject to a sell Order.

The Client undertakes not to give Orders for the purchase / sale of Financial Instruments to InterCapital if at the time of giving the Order it does not dispose with adequate Financial Instruments or funds for the execution of such Order. The Client also undertakes not to issue any Instructions to the custodian and SKDD/CSD that might preclude timely settlement in respect of the Order that has been submitted in its entirety or partially.

In the event of failure by the Client to comply with provision of the previous paragraph, the Client shall indemnify InterCapital for the amount of reasonably foreseeable damage together with any directly associated interest, reasonable and properly incurred expenses and fees, all directly resulting from the failure of the Client to comply with provisions of the paragraph. Noncompliance with the said provisions shall be deemed to constitute a breach of contract and InterCapital is entitled to cancel this Agreement unilaterally, in the manner and in accordance with provisions on the Agreement termination.

The Client agrees that the Information on incurred costs and fees and the Price List will be delivered to him via the Client's e-mail address indicated in this Agreement. If the Client has not provided an e-mail address, information on the incurred costs and the Price List and other documents will be delivered to him by post to the Client's postal address indicated in this Agreement. The Client may request to receive the information provided under the Capital Market Act on paper. In that case, InterCapital will provide the Client with the requested information free of charge.

By signing this Agreement, the Client gives express consent to the Best Execution Policy, to execution of Orders of Financial Instruments which can be traded on a Regulated Market or Multi-Lateral Trading Facility or Organized Trading Facility outside of such Trading Venues and to holding of Financial Instruments and funds on the omnibus account.

# WARRANTIES AND REPRESENTATIONS Article 8.

The Client represents and warrants:

- a) it is duly established and operating in accordance with all applicable regulation of its country of incorporation (in case the Client is a legal person), and it has legal capacity (in case of the Client is a natural person) there are no other conditions that would limit his rights and obligations under this Agreement and
- b) each person representing the Client is duly authorized to execute this Agreement on behalf of that Client;
- c) the Client has obtained all authorizations of any governmental or regulatory body required in connection with this Agreement and the Transactions contemplated hereunder and such authorizations are in full force and effect;
- d) and the execution, delivery and performance of this Agreement and the Transactions contemplated hereunder have not, do not and will not breach any laws, ordinance, charter, by-law or rule applicable to it or its obligations under any other agreements.

Each time the Client gives an Order or Instructions the Client shall be deemed by such act to represent, warrant and covenant to InterCapital that (i) the Client has all requisite legal authority and capacity to place such Order / Instruction or undertake such actions (ii) such Order complies with all rules relating to the Order applicable on the subject Execution Venue and to the best knowledge of the Client does not represent market abuse, (iii) each Order / Instruction is enforceable in accordance with its terms.

The Client, to its best knowledge, nor any director, officer, authorized representative, employee or affiliate of the Client has taken any action resulting in a violation by such persons of laws and regulations administered by the U.N. Security Council, the European Union, the Office of Foreign Assets Control of the U.S., the Treasury Department or any other relevant sanctions authority (collectively, "Sanctions"). For the past five years, the Client has not (knowingly or not knowingly) engaged in, and the Client will not engage in, any dealings or transactions with any person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

The Client, to its best knowledge, nor any director, officer or employee has (i) used any corporate funds for any unlawful contribution, gift, entertainment of unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any unlawful payments, such as bribes, unlawful rebates, pay-offs, influence payments or kickbacks.

Client: InterCapital

InterCapital securities Ltd.

Masarykova 1; HR-10 000 Zagreb Tel: +385 1 4825-890

+385 1 4825-891 +385 1 4825-892 +385 1 4825-896

e-mail: <u>brokeri@intercapital.hr</u>

web: inter.capital

Cash transfer details:

For trading in Croatia (payments in EUR currency)
For trading on other markets (payments in all currencies)

Croatian Financial Services Supervisory Agency

Franje Račkoga 6; HR-10 000 Zagreb Tel: + 385 1 6173-200

e-mail: <u>info@hanfa.hr</u>

IBAN: HR5824020061300000162 ERSTE BANK (BIC: ESBCHR22)
IBAN: HR2424020061300002035 ERSTE BANK (BIC: ESBCHR22)

## QUESTIONNARE - NATURAL PERSONS



### I. IDENTIFICATION INFORMATION

a) Personal data					
First and last name				PIN	
Citizenship/Citizenships	Place of b	irth	Date of birth		
b) Permanent residence address					
Street name and street No.			Postal code and city	Country	
Residence address, Corresponde	ence address (if different	from the per	manent residence address		
Street name and street NO.			Postal code and city	Country	
c) Identification document					
Туре	No.		Name and country of th	e issuer	Expiry date
d) Contact information					
Phone	Mobile phone		E-mail		
e) I agree that the affiliated comproducts and services	panies of InterCapital Gro	oup may proce	ss my personal information	n and contact me for t	the purpose of offering its
by telephone call	on my smartphone	(SMS, or oth	er similar type of comm	unication)	to my email address
yes no	yes	no		yes no	
For more information on how we	e handle Your personal da	nta, please refe	r to our Privacy Policy, av	ailable on the Web Si	te: inter.capital
f) Bank account for transfer of fu	ınds				
Name of the bank		Acco	ount number (IBAN)		
g) Account number in the Centra	al Depositary and Clearin	ng Company			
h) Legal representative/proxy*					
YES					
*Please fill in the Annex to this (	Duestionnaire				

InterCapital Securities | Questionnaire | 1

II. INFORMATION ON POLITICALLY EXPOSED PERSONS In the process of establishing a business relationship or executing transactions, InterCapital is obligated to apply the appropriate procedures pursuant to the Croatian Act on Money Laundering and Terrorism Financing in order to establish if the Client, its legal representative, proxy or beneficial owner are a politically exposed person. Are You a politically exposed person?\* YES NO NO \*Politically exposed person is: A: Every natural person who is or who has been entrusted with prominent public function in the last 12 months, as a high ranking public official, i.e. head of state, head of government, minister or deputy minister, state secretary or assistant minister, elected member of parliament, members of the governing bodies of political parties, members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances, members of courts of auditors or of the boards of central banks, ambassadors, chargés d'affaires and high-ranking officers in the armed forces, members of management or supervisory board of state owned (entirely or majority owned), director, deputy directors, deputy directors and members of the board or equivalent function of an international organization, municipality head, mayor, county prefect or its deputy elected under the laws regulating local elections in the Republic of Croatia. B: Family members of the person under A: the spouse, or a person considered to be equivalent to a spouse, or children including their spouse, or a person considered to be equivalent to a spouse, or parents of the politically exposed person under A C: Every natural person that has collective actual ownership of legal person or legal entity or any other close business relations with person under A or is the sole and beneficial owner of legal person or legal entity that is established for the benefit of person under A. If You are a politically exposed person, please answer the following questions: Which type of politically exposed person are You? Information about the type of public function under A Data on family relationship if You are one of the Data on structure and nature of business and duration of performing the function? above mentioned family members under B relations if You are a person described under C Do You have any other relevant relationship with politically exsposed person? (If, yes, please state the nature of that relationship) Do You perform any prominent public function (e.g.,, members of prominent sport organizations)? III. INFORMATION ABOUT THE CLIENT'S TAX RESIDENCY Tax residence in Croatia: Resident Non-resident If You are a citizen of a country that is not a member of the EU or EEA, please answer the following question: Did You apply for the right to stay in Croatia in exchange for investments in the Republic of Croatia? NO YES INFORMATION ABOUT THE CLIENT'S TAX RESIDENCY IN THE USA 1. Are you a U.S. citizen? YES NO NO (If you hold multiple citizenships, tick "Yes" if one of them is U.S.) 2. Were you born in the U.S. (or a U.S. territory)? YES ☐ NO 3. Are you a resident of the U.S. for U.S. tax purposes because a. you are in possession of a U.S. Green Card (irrespective of expiry date)? b. you meet the substantial presence test? (If you meet the substantial presence test, but you left the U.S. during this calendar year, is your residence still temporarily or permanently in the U.S.?) c. of any other reason? (Please state the reason) If Your answer to one of the questions stated above is YES, please fill-in the Form W-9: **USA Tax identification number (TIN)** INFORMATION ABOUT THE CLIENT'S TAX RESIDENCY IN OTHER FOREIGN STATES If You are a tax resident of a foreign country, please state which country or countries you are paying the tax in and your tax ID Country in which You are a tax resident Tax identification number (TIN)

InterCapital Securities | Questionnaire | 2

Other

In case You are not able to disclose your tax ID number, please state the reason for not doing so.

Country is not issuing tax identification number

### IV. ADDITIONAL INFORMATION ON BUSINESS RELATION

Profession				
Investment funds are accumulated from: regular salary	other explanation			
to 25.000 EUR trading to 65.000 EUR portfoli	with financial instruments o management			
	services ation in public offerings (IPOs)			
Client's financial overview:  Annual income (net salary, pension, dividends, other) reduced by liable    <-7.000 EUR	R 35.000 – 65.000 EUR >65.	000 EUR 0.000 EUR		
V. APPROPRIATENESS TEST  Based on your answers in this section of the questionnaire, we will provide the required in this section or insufficient information is provided, We will appropriate for You. If you place an Order with InterCapital to buy / sell Finar You, We will consider such an Order an explicit request to continue the service not appropriate for You.  InterCapital will provide you with investment services of receiving and executing investment service of executing orders for the client's account and related ancil are limited exclusively to the execution of your orders or instructions. We will and your ability to bear the investment risks arising from the transactions.  InterCapital is responsible for evaluating whether the financial instruments you is important that you provide us with information that is up-to-date, accurate an the questions InterCapital asks for appropriateness assessment purposes.  If you are interested in additional education and would like to receive content creations.	not be able to assess whether the envisaged in cial Instruments other than those that We have a No further warning will be given that the Finance ag/transferring orders in connection with one or many services. It is important to emphasize that the not consider the compatibility of any transaction intend to trade are appropriate for you based on you download. It is in your best interest to provide a	investment service or product is determined to be appropriate for cial Instrument subject to Order is more financial instruments, i.e. the ese are not advisory services and with your investment objectives our knowledge and experience. It accurate and complete answers to		
Types of services and transactions the client is familiar with  Executing orders for the client's account  Receiving and transfer of orders in relation to one or more financial instruments  Underwriting of financial instruments and/or placing of financial instruments on a firm commitment  Placing of financial instruments without a firm commitment basis  Portfolio management  Investment advisory  Purpose of i				
Education level  School of economics (high school level)  School of economics (university level)  Other relevant economic education  No relevant economic education	Are You engaged in a profession of profession in the last 5 (five) years the knowledge of the characteristics of Fi	hat requires good working		

InterCapital Securities | Questionnaire | 3

Nature of Client's executed transactions with financial instruments:

Financial instruments You have traded:	Volume of executed transactions (EUR / annually)	Frequency of executed transactions (annually)	Period transactions are executed in (years' experience)	Evaluate how well You know the listed instruments (1-5)		
Stocks	□ 0 up to 25.000 EUR □ over 25.000 EUR	□ never □ up to 5 times □ 5 and more	□ none □ 1 year □ 5 and more years			
Bonds	□ 0 up to 25.000 EUR □ over 25.000 EUR	never up to 5 times 5 and more	none lyear 5 and more years			
Derivetives	□ 0 □ up to 25.000 EUR □ over 25.000 EUR	□ never □ up to 5 times □ 5 and more	none lyear 5 and more years			
Money market instruments	□ 0 up to 25.000 EUR □ over 25.000 EUR	□ never □ up to 5 times □ 5 and more	none lyear 5 and more years			
UCITS ETF	□ 0 up to 25.000 EUR □ over 25.000 EUR	□ never □ up to 5 times □ 5 and more	none lyear 5 and more years			
Emission allowances	□ 0 up to 25.000 EUR □ over 25.000 EUR	never up to 5 times 5 and more	□ none □ 1 year □ 5 and more years			
Other complex financial instruments	□ 0 up to 25.000 EUR □ over 25.000 EUR	□ never □ up to 5 times □ 5 and more	none lyear 5 and more years			
Should You consider that the ir and Your understanding of risk						
Place, date		Client's signa	ture			
Filled in by InterCapita	al:					
Employee's signature		Authorized rej	Authorized representative's approval* *required for high risk clients			

InterCapital Securities | Questionnaire | 4

### CLIENT CATEGORIZATION AS RETAIL CLIENT



#### Client categorisation, declarations and consents

In line with the regulation of the Capital Market Act, We categorize You as a **Retail Client.** We will provide You with investment and ancillary services in accordance with the relevant regulations of the Croatian Capital Market Act.

#### Elective Professional Client

You are entitled to request a different (e.g., as Professional Client) categorization either generally or in respect of a particular investment service or Transaction.

Retail Clients may waive the higher level of protection afforded by the Capital Market Act only if they request in writing to be categorized as a Professional Client and confirm in writing in a separate document separate from the contract that they are aware of the consequences of losing that higher level of protection.

The Client may submit a request to be categorized as a Professional Client to <a href="mailto:compliance@intercapital.hr">compliance@intercapital.hr</a> and satisfy at least two of the following criteria:

- a) You have carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters;
- b) The size of your financial instrument portfolio, defined as including cash deposits and financial instruments, exceeds EUR 500,000;
- c) You work or have worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

Furthermore, You must have the required expertise, experience, and knowledge that gives us reasonable assurance, considering the nature of the Transactions or services envisaged, that You are capable of making Your own investment decisions and understanding the risks involved.

#### Main characteristics

In the case of order execution for a Retail Client, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs relating to execution. Knowledge and experience are not implied as with the Professional Client but is assessed by an appropriate questionnaire.

Retail Clients enjoy the highest level of protection in accordance with the Capital Market Act. Please consult Our Categorization Policy published on the Web Site: inter.capital.

#### 1. Declaration of consent

I agree to be categorized as a Retail Client

#### 2. Best execution policy

I give my consent to the InterCapital's Best execution policy published on the Web Site: inter.capital.

### 3. Limit Orders

I give my express consent not to make public limit Orders of shares admitted to trading on a Regulated Market or traded on a Regulated Market, Multilateral Trading Facility or Organised Trading Facility which are not executed immediately (in whole or in part) at prevailing market conditions.

### 4. Execution outside Trading Venues

I agree that InterCapital may execute my Order in Financial Instruments admitted to trading on a Regulated Market or Multilateral Trading Facility or an Organised Trading Facility outside of a Regulated Market or Multilateral Trading Facility or an Organised Trading Facility.

Place, date	Signature /company stamp