

SANCTIONS COMPLIANCE PROGRAM AGREEMENT

1. Scope and Status of this Appendix

1.1. This Appendix 21 (the "Sanctions Compliance Program Agreement") forms an integral part of the General Terms of Business (the "GTB") of Freedom Finance Europe Limited ("FFEU").

1.2. This Appendix applies to any Client maintaining or intending to maintain an omnibus or correspondent account with FFEU for certain of the Client's securities customer accounts ("Accounts").

1.3. By executing the Acknowledgement and Undertaking in the form as outlined in Appendix 21.1 and delivering the original signed copy to FFEU, the Client agrees to be bound by this Appendix 21.

1.4. As this Sanctions Compliance Program Agreement is a distance contract, it is, amongst others, governed by the Distance Marketing of Consumer Financial Services Law № 242 (I)/2004 ("Consumer Law") implementing the EU Directive 2002/65/EU, under which wet-ink signing of this Sanctions Compliance Program Agreement is not required. In case the Clients prefer to have a wet-ink signed copy of this Sanctions Compliance Program Agreement, then the Client needs to print and send 2 copies to FFEU, where FFEU will wet-ink sign and stamp this Sanctions Compliance Program Agreement and send a copy back to the Client.

For the purpose of this Appendix, FFEU, and the Client are hereinafter, wherever the context requires, referred to collectively as the "Parties" and individually as the "Party"

2. Regulatory Background

2.1. FFEU is a Cyprus Investment Firm authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) under licence number 275/15.

2.2. The Client acknowledges that FFEU is subject to applicable economic and financial sanctions laws and regulations, including but not limited to those administered by:

- the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury;
- the European Union;
- the United Nations Security Council;
- HM Treasury of the United Kingdom;
- any other competent authority having jurisdiction over FFEU.

3. Client Representations and Undertakings

The Client hereby agrees, acknowledges, represents, and warrants as follows:

3.1. Compliance with Applicable Laws

- (a) The Client is obligated to comply and represents and warrants that it now does and will continue to comply with all laws, rules, and regulations (collectively, "Applicable Laws") relating to economic sanctions of any jurisdiction to which the Client and/or

FFEU are subject, including any future obligations imposed by Applicable Laws.

The Client shall ensure that no cash or assets handled by FFEU or Transactions entered into with or through FFEU will result in any financial benefit being made available, directly or indirectly, to any individual, entity or body that:

- (i) is designated on the US Treasury Department's Office of Foreign Assets Control ("OFAC") List of Specially Designated Nationals and Blocked Persons, any other sanctions-related list maintained by OFAC, any sanctions-related list maintained by the US Department of State, the US Commerce Department's Entity List, Denied Persons List, or Unverified List, the consolidated list of persons, groups, and entities subject to EU financial sanctions, the Consolidated List of Financial Sanctions Targets in the UK, or any other similar restricted party list maintained by relevant regulators under applicable sanctions and export controls ("Sanctions");
 - (ii) is, or is part of, a government of any country or territory subject to a general import, financial or investment embargo under Sanctions ("Sanctioned Territory");
 - (iii) is owned or controlled by, or acting on behalf of, any of the above;
 - (iv) is located within or operating from a Sanctioned Territory;
 - (v) is otherwise targeted by Sanctions (collectively, "Sanctioned Persons").
- (b) The Client shall ensure that no funds handled by FFEU are derived from Sanctioned Persons where this could reasonably be expected to result in a violation of Sanctions by FFEU.
- (c) The Client shall ensure that none of its, or where applicable, its clients' activities concerning any Transactions in which FFEU is involved could reasonably be expected to result in a violation by FFEU of Sanctions. Furthermore, the Client (including, where applicable, on behalf of any clients) explicitly represents that no securities or instruments are within the scope of the sectoral Sanctions imposed by the European Union (EU) and/or binding in Cyprus and/or on FFEU will be applied or utilized in any Transactions involving FFEU in a manner that could reasonably be expected to result in a violation of Sanctions by FFEU.
- (d) The Client shall adopt and maintain policies, procedures and technical tools reasonably designed to comply with Sanctions laws and to identify Sanctioned Persons and/or entities owned by or affiliated with Sanctioned Persons.

The Client shall provide access to such information as FFEU deems necessary to test the Client's compliance with its sanctions program.

- (e) On each new account application, the Client shall:
- conduct customer identification;
 - obtain sufficient information from its Underlying Clients to reasonably identify and verify the client's identity, which may include obtaining a government-issued document (e.g., passport or driver's license) bearing a photograph and signature;
 - maintain records of the information used to verify the person's identity, including name, address and other identifying information ;
 - compare such information with government-provided Sanctions lists.
- (f) The Client shall provide FFEU immediately on execution of Acknowledgement and Undertaking in the form as outlined in Appendix 21.1 or Appendix 21.2 to the GTB

concerning all existing Accounts with true and correct information, including but not limited to:

- for natural persons – name and date of birth;
- for legal persons – country of incorporation and business name.

- (g) On each new account opening, and on conducting customer identification under subclause (e) above, the Client shall provide FFEU with true and correct information (including but not limited to clients` names and addresses) on each new customer and deposit the funds or other assets to the Account with FFEU only upon acceptance and approval of a new customer by FFEU.
- (h) The Client shall conduct ongoing screening to ensure compliance with the Applicable Laws relating to the Sanctions and agrees immediately notify FFEU if any Underlying Client whose assets are maintained by FFEU through the Account has been added to any Sanctions Lists and further agrees to cooperate with FFEU regarding consideration of next steps, including but not limited to FFEU obligations to comply with the Sanctions requirements. Such requirements include, but may not be limited to, reporting the assets to related governmental or intergovernmental authorities and blocking or freezing the assets, as necessary;
- (i) Where the Client is a rightful user of the Tradernet ecosystem and agrees to provide FFEU with full and direct access to customer data, FFEU may process such data for the purposes of this Appendix and conduct sanctions screenings.

In case of detection of Sanctioned Persons or sanctions-linked indicia, FFEU shall freeze such customer`s assets until further notice and immediately inform the Client.

- (j) Where the Client does not grant direct access to customer data, the Client shall freeze such customer`s assets and immediately submit the information to FFEU upon detection of Sanctioned Persons.

A breach of Clauses 3.1(a)–(j) shall entitle FFEU to immediately terminate the relationship with the Client and seek indemnification for any losses.

- (k) The Client agrees to provide annual certification to FFEU in the form set out in Exhibit 1 to this Sanctions Compliance Program Agreement.

4. FFEU Obligations

4.1. FFEU is obligated to comply with the Applicable Laws relating to Sanctions imposed by any governmental or intergovernmental authorities, including any future obligations that may be imposed on FFEU.

4.2. FFEU has established and will maintain a sanction policy and procedure. It has adopted the technical tools reasonably designed to comply with the laws and regulations concerning the Sanctions and to identify the Sanctioned Persons and/or entities owned by or affiliated with the Sanctioned Persons; and its sanctions program is independently audited on an annual basis.

4.3. FFEU shall conduct ongoing client screening to ensure compliance with the Applicable Laws relating to the Sanctions and further agrees to cooperate with the Client regarding consideration of next steps, including but not limited to FFEU`s obligations to comply with the Sanctions requirements. Such requirements include, but are not limited to, reporting the assets to the relevant governmental body and, as necessary, blocking or freezing them.

4.4. Incoming securities shall only be accepted for the name of the Omnibus or

Correspondent account, and outgoing securities will only be sent to the name of the Omnibus or Correspondent Account. For incoming securities received, FFEU may review the names of the specified holder of the securities to detect possible violations of Sanctions restrictions in those circumstances when the registration on the security received is different from the name on the Account into which the securities are deposited. For outgoing securities to third parties, FFEU shall verify the names and addresses of the third parties to whom the securities are to be delivered to detect possible violations of Sanctions restrictions.

5. Confidentiality and Data Protection

5.1. All matters relating to confidentiality, personal data processing, and data protection in connection with this Appendix shall be governed exclusively by paragraph 36 (Confidentiality and Personal Data Protection) of the GTB, as amended from time to time.

5.2. For the avoidance of doubt, any personal data exchanged between the Parties in the context of this Appendix (including for sanctions screening, monitoring and regulatory reporting purposes) shall be processed in accordance with the GTB and applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).

5.3. Nothing in this Appendix shall create a separate or standalone data processing agreement between the Parties, unless expressly agreed in writing.

6. Cooperation

6.1. Consistent with this Appendix, the Parties shall cooperate and exchange information to assist each other in complying with applicable laws and regulations relating to Sanctions.

6.2. The Parties agree to consult with each other from time to time regarding their respective responsibilities in relation to compliance with Sanctions requirements.

7. No Circumvention

Neither FFEU nor the Client shall knowingly take any action that would cause the other Party to violate any applicable Sanctions.

8. Entire Understanding and Amendments

8.1. This Appendix 21, including Exhibit 1 attached hereto, constitutes the entire understanding between the Parties with respect to the matters covered by this Appendix and forms an integral part of the GTB.

8.2. The provisions of this Appendix shall be read in conjunction with and are subject to the terms of the GTB as amended from time to time. To the extent of any inconsistency between this Appendix and the GTB, the provisions of the GTB shall prevail except to the extent expressly provided otherwise in this Appendix.

8.3. Any modification, amendment, or variation of this Appendix shall be made in accordance with the amendment mechanisms set out in the GTB, including, without limitation, any rights of FFEU to amend terms unilaterally under the GTB, notification thereof to the Client, and the Client's rights following receipt of such notice as defined in the GTB.

9. Binding Effect and Assignment

9.1. This Appendix shall be binding upon and inure to the benefit of the Parties and their

respective successors, assigns or transferees in accordance with the succession and assignment provisions of the GTB.

9.2. Neither Party may assign this Appendix except as permitted under the GTB, including, but not limited to, any assignment in connection with the assignment of the underlying contractual relationship governed by the GTB.

10. Governing Law and Jurisdiction

10.1. This Appendix and any disputes arising hereunder shall be governed by the laws governing the GTB as specified in the GTB.

10.2. Any action arising out of or in connection with this Appendix shall be resolved in accordance with the governing law and jurisdiction provisions set out in the GTB.

11. Headings

The section and clause headings in this Appendix are for convenience only and shall not affect the interpretation, construction, or effect of this Appendix, consistent with the interpretation provisions of the GTB.

12. Severability

If any provision of this Appendix is held to be invalid, illegal, or unenforceable by any competent court, regulatory, or self-regulatory authority, that provision shall be severed from this Appendix and shall not affect the validity, legality, or enforceability of the remaining provisions, in accordance with the severability principles in the GTB.

13. Communications and Notices

13.1. Any notices, consents, directions, approvals, requests, or other communications relating to this Appendix shall be given strictly in accordance with the communications and notices provisions set out in the GTB, including but not limited to those relating to delivery methods (e.g., electronic, postal) and deemed receipt.

13.2. Without limiting the foregoing, references in this Appendix to the provision of any notice or communication shall be understood to refer to the notice and communication mechanisms, timelines, and deemed receipt rules as established in the GTB.

13.3. All communications regarding this Appendix shall be conducted in the manner provided in the GTB, and nothing in this Appendix shall be interpreted as creating a separate or additional communication regime outside of the GTB.

EXHIBIT 1

Certification Regarding Sanctions Compliance Program

Reference is made to the Sanctions Compliance Program Agreement in the form as set out in Appendix 21 to the General Terms of Business of Freedom Finance Europe Ltd (the "FFEU") accepted by [] ("Client") on [], including any amendments thereto (the "Agreement"). All capitalized terms used herein shall have the same meaning as defined in the Agreement.

The Client represents that it is subject to the Sanctions requirements and all applicable laws, rules, and regulations relating to the Sanctions of the jurisdictions to which it is subject. As set forth more fully in the provisions of the Agreement relating to the Sanctions obligations, the Client has agreed to perform the specific screening of its customers and meet all requirements of laws, rules, and regulations relating to the Sanctions to which it is subject, with respect to the Accounts, including but not limited to:

- (1) Establish and implement policies, procedures, and technical tools reasonably designed to comply with the laws and regulations concerning Sanctions and to identify the Sanctioned Persons and/or entities owned by or affiliated with the Sanctioned Persons;
- (2) Provide ongoing testing for compliance and the overall effectiveness of the Sanctions Compliance Program;
- (3) Designate an individual or individuals responsible for implementing and monitoring the day-to-day operations and internal controls of the Program; and

Pursuant to the Agreement, the Client hereby certifies that it has implemented a Sanctions Compliance Program, which incorporates all applicable laws, rules, and regulations, and that it has performed, and will continue to perform, specific screening with respect to each of its customers. The Client hereby acknowledges that FFEU is relying on Client's performance of the requirements relating to the Sanctions.

We hereby certify that we have read and understood this Certification, that the statements made in this Certification are complete and correct, and that we are authorized to execute this Certification on behalf of the Client.

Firm Principal – Compliance Officer

Date Signed

Print Name

Print Email Address

Firm Name

Firm Regulatory Reference Number