

**APPENDIX 4**  
**FACILITIES FOR THE ELECTRONIC TRANSMISSION OF ORDERS**

By signing this Appendix, the Parties agree that Argus shall provide Facilities for the Electronic Transmission of Orders, the provision of which shall be done according to the terms and interpretations of the Agreement for the provision of Investment and Ancillary Services (the “Agreement”) and this Appendix, unless otherwise expressly provided.

**1. Introductory Clauses**

(1) In this Appendix the following terms shall, unless where the context otherwise requires, have the following meaning:

“Business Day” means a day on which businesses conduct their operations in Cyprus.

“Charges” means the commissions, charges, expenses, costs, fees and the charges of the relevant Market, transactions taxes, levies and other charges of any kind.

“Information” means data, prices, news or any other kind of information.

“Relevant Person” means any connected companies or persons or associates of Argus with regard to the provision of Electronic Facilities and/or any other person transmitting or providing the Information.

**2. Facilities for the Electronic Transmission of Orders**

(1) Argus shall provide the Client, in accordance with the terms and provisions of this Appendix, Facilities for the Electronic Transmission of Orders, that is, services and information in order to allow the Client, -through a specialised software, special website and other electronic sources that Argus may deem appropriate from time to time-, to submit orders to buy or sell Financial Instruments through Argus on a Market, via a computer which is connected to the Internet through a telecommunications network (“Electronic Facilities”). The Electronic Facilities currently offered consist of <http://etrader.argusapplications.com/argusetrade/> and <http://www.argusglobaltrader.com/> but these may change from time-to-time without notice and will be offered AS IS via Argus’ website.

(2) The Client agrees to use the Electronic Facilities only in accordance with the terms and provisions of this Appendix and acknowledges and accepts that:

- (a) Argus may provide such Electronic Facilities (when applicable) as it may, on its absolute discretion, from time to time, deem suitable, and
- (b) Argus may terminate the Client’s access to the Electronic Facilities or part thereof, on its absolute discretion without prior notice to the Client and without limitation.

(3) The Client acknowledges that the orders to buy or sell Financial Instruments that are submitted via the Electronic Facilities are transmitted unchanged directly to the Market without being checked and/or inspected by any employee and/or representative of Argus. The Client agrees to and accepts having full and sole responsibility for all the orders he will submit and releases Argus of any responsibility that may arise from the execution of the orders submitted by the Client via the Electronic Facilities. The Client acknowledges that all orders are submitted at a personal risk.

**3. Limitations**

(1) The Client agrees that the Electronic Facilities shall be provided for the facilitation the of the Electronic Transmission of Orders. Unless [Appendix 3](#) has been signed and the Client has specifically requested the provision of investment advice, Argus shall not advise the Client as to the advantages and disadvantages of any transaction proceeded to by the Client through the use of the Electronic Facilities; and the afforded investment services shall be confined to the reception/transmission and/or execution of the Client orders.

(2) Without prejudice to the provisions of clause 3(1):

- (a) Despite the fact that the use of the Electronic Facilities may give access to information on how to invest in general, such information should not be perceived as recommendations or advice suitable for any investor, and,
- (b) The Client accepts that he is responsible to determine the nature, possible value and the suitability of any investment strategy, transaction or investment, and that he shall not rely on Argus and/or any other Relevant Person for this purpose; and when the Client uses the Electronic Facilities, ARGUS and/or any Relevant Person, shall under no circumstances bear any responsibility for any such determination.

(3) The Client declares that he is capable of evaluating and comprehend the terms, the conditions and the risks of every transaction he proceeds to through the use of the Electronic Facilities and that he is willing and able to accept these terms and conditions (financially and otherwise).

#### 4. Provision of Information

- (1) Argus and/or any Relevant Persons do not guarantee and do not in any way confirm the accuracy, completeness, timeliness or the correct order of the Information which is accessible via the Electronic Facilities and/or via any Relevant Persons. The Client hereby expressly acknowledges the possibility of delays, omissions or inaccuracies in the Information and agrees that neither Argus nor any Relevant Person shall bear any responsibility regarding the accuracy, timeliness or correct order of the Information, or regarding any decision or action of the Client based on the Information or the Electronic Facilities, or for the interruption of any data, Information or part of the Electronic Facilities.
- (2) The Client expressly acknowledges that there is no express or implied guarantee with regard to the Information or any part of the Electronic Facilities, including, without limitation to the generality of the aforesaid, access to Information and execution of orders. Without prejudice to the generality of the aforesaid provisions, the Client expressly acknowledges that the orders to buy or sell Financial Instruments via the Electronic Facilities may be executed online on a real time basis pursuant to the applicable transactions' rules, until the Client is notified otherwise in writing.

#### 5. Obligations and Guarantees

- (1) The Client expressly agrees that neither Argus and/or any Relevant Person shall under any circumstances bear any responsibility towards the Client or any other person in respect of any damage or harm (including, but, without any limitation to the foregoing, loss of profit, transaction loss and damages), resulting, coincidentally or indirectly, from unsettlement, delay or loss of use of the Electronic Facilities or that the Client suffers in relation to this Agreement, even if Argus or a Relevant Person has been informed of the possibility of such loss or damage.
- (2) The Client expressly agrees that Argus' responsibility or that of any Relevant Person, that arises from any kind of legal claim (contractual, civil or otherwise) in any way related to the Electronic Facilities or the Information, shall not exceed the amount that the Client will have paid for the provision of Electronic Facilities.
- (3) In addition to the provisions of Clause 5.9 of the Terms and Conditions of the Agreement, the Client expressly agrees that neither Argus nor any Relevant Person shall bear any responsibility for any damage that arises from a cause over which such person has no direct control, including, but, without any limitation to the generality of the foregoing, disruption in electrical or mechanical equipment or in the lines of communication, telephone lines or other connectivity problems, viruses, errors, configuration or compatibility problems with electromechanical equipment or software, interruption in or failure to achieve internet connection, problems with internet providers or other equipment or services in relation to the Client's computer, problems with the intermediary computer or a communication network or such facilities, problems with the data transmission equipment or the Client's telephone device or his telephone provider, unauthorized access, theft, user errors, extreme weather conditions, earthquakes, labour disputes or other errors beyond Argus' control. Neither Argus nor any Relevant Person shall bear any responsibility for any damage to the Client's computer, software, modem, telephone device or as a result of the use of the Electronic Facilities from the Client.
- (4) The Client hereby agrees to support, cover, indemnify and hold harmless Argus and the Relevant Persons against any and every law suit, legal action, prosecution, claims for damages, losses, legal duties, costs and expenses (including but without limitation to the generality of the foregoing, legal costs) that arise from his breach of the terms of the present Appendix, any law or third party rights, including but without limitation to the generality of the foregoing, violation of any copyrights or proprietary rights.

#### 6. Instructions and Communications

- (1) In general, all instructions for the execution of orders shall be transmitted to Argus via the Electronic Facilities. Once the Client's orders are sent or given, they shall be irrevocable unless Argus, on its absolute discretion, can and chooses to validate any of the Client's instructions to withdraw any order, if such order has not already been executed.
- (2) Argus may accept orders in writing or by telephone for the execution of transactions and may confirm such transactions in the same way.
- (3) When the Client signs this Appendix, Argus shall provide him with a username ("User ID") and a Password to access his electronic account. The User ID and Password shall be strictly private and should not be given or become known to any other person apart from the Client. Breach of this provision shall constitute the Client solely and fully responsible for any damage or harm caused. In case the Password is stolen or lost, the Client must notify Argus immediately.

It is provided that if the Client is already a user of the Electronic Facilities when signing this Appendix, then this Appendix replaces the previous relevant agreement, and the Client shall keep the existing User ID and the relevant Passwords.

- (4) The Client hereby agrees and declares that he shall be solely and fully responsible to monitor his Electronic Account and that:-
- (a) He shall be responsible for the safe keeping and use of his User ID and Password of his Electronic Account,
  - (b) He shall be responsible for all the orders that will be submitted through the use of his User ID and Password to his Electronic Account and all orders that are received in this manner by Argus, shall be deemed to have been sent by the Client, and,
  - (c) All the orders shall be deemed to have been received, at the time they are actually received by Argus and in the form they have been received.
- (5) The Client undertakes to immediately notify Argus if it comes to his attention:
- (a) Any deficit or theft of his User ID and Password,
  - (b) Any unauthorised use of his User ID and Password of the Electronic Facilities or any Information,
  - (c) Any failure to receive a message that the order sent by him via the Electronic Facilities has been received and/or executed via the Electronic Facilities,
  - (d) Any failure to receive an accurate written confirmation of an order or its execution within the same day of its submission via the Electronic Facilities, or
  - (e) Any confirmation of an order he has not submitted himself, or any similar inaccurate or conflicting report, statement or Information.
- (6) The Client hereby agrees:
- (a) Not to forward or transmit orders for transactions of securities to Argus using any electronic communications other than the electronic means and routes specified by Argus specifically for the submission of orders. The Client acknowledges that Argus shall not transmit orders for transactions in Financial Instruments that have been forwarded or sent via electronic communication unless they are orders that have been transmitted or sent via the specified by Argus electronic means and routes,
  - (b) That he is bound by any consent he gives via the Electronic Services for Argus to provide him with notices, statements, transaction confirmations and other communications only via electronic transmission.
- (7) The Client acknowledges the possibility that there may occur unauthorised access by third parties to certain data, including email, electronic communication and personal financial information, when such data is transmitted between the Client and Argus, the Relevant Persons, using the internet, other communication networks, telephone or other electronic means.
- (8) The Client agrees to use software that has been developed by third parties, including without any limitation to the above, browser software that supports a data protection protocol compatible to the one used by Argus. The Client further agrees to follow Argus log-on procedures for the Electronic Facilities that are supported by such protocols.

## 7. Ownership of Information

The Client agrees that the Information is the property of Argus or other persons and is protected by the copyright legislation and the Client shall not copy, disseminate, sell, distribute, publish, transmit, circulate or commercially use the Information in any way without the express written consent of Argus.

## 8. Information, Order and Transaction Statements

- (1) The Client shall receive information on the execution or the status of each order via the Electronic Facilities. The Client's access to his Electronic Account, following the performance of his transaction, shall also constitute a confirmation notice of the execution of the transaction. This confirmation may include details of the amounts to be credited or debited to the Client's Electronic Account and such amounts shall be payable immediately if required so by Argus.
- (2) The Client may have electronic access to his account statements at all times. It is provided that the accuracy of such statements is subject to the Terms and Conditions of the Agreement.
- (3) The information provided to the Client with regard to the order and transaction statements via the Electronic Facilities constitutes sufficient information in a durable medium for this purpose, and Argus is not obliged to send the Client the contract notes or other account statements in another durable medium apart from the information mentioned above.

**9. Declarations and Confirmations**

The Client declares and confirms that (the declarations and confirmations are deemed to be repeated by the Client every time he executes a transaction under the Agreement and until the Agreement is terminated):-

- (1) the Client has complete capability and authority to execute the Agreement and every transaction and to document everything related thereto, and to fulfill the obligations that arise from the Agreement and every transaction,
- (2) the Client shall not use the Electronic Facilities or the specific website for any purpose that may be illegal, offensive, indecent, threatening or discrediting, and,
- (3) the Client shall not use the Electronic Facilities or the specific website of Argus for the purpose of money laundering and/or or terrorist financing.

**IN WITNESS THEREOF, this Appendix has been signed by or on behalf of the Parties on the date written below:**

<u>The Parties:</u>	<u>Witnesses:</u>
(Signature) _____  <div style="background-color: yellow; height: 20px; width: 100%;"></div> Full Name: _____ Identification Card/Passport number/Company's Reg. no. _____ Capacity of the Signatory: _____ For and on behalf of Legal Entry: _____  <u>For and on behalf of Argus</u>  (Signature) _____ Full Name: <b>Andri Tringidou</b> Position: <b>Managing Director</b>	(Signature) _____  Full Name: _____  Identification Card or Passport no.: _____  Home Address: _____  (Signature) _____  Full Name: _____  Identification Card or Passport no.: _____  Home Address: _____  <div style="text-align: right; margin-top: 20px;"> <b>Date:</b> ___ / ___ / ____           </div>