

## Asset Management Regulations

These Asset Management Regulations (hereinafter the “Regulations”) together with the General Terms and Conditions for the Provision of Investment Services determine the procedure, terms and conditions for provision of Asset Management services by Lime Trading (CY) Ltd (hereinafter referred to as the “Manager” or the “Company”) in financial markets to any individual or legal entity that meets the requirements established by these Regulations (hereinafter the “Client”).

The Company and the Client separately shall be referred to as the “Party” and jointly as the “Parties”. Jointly individuals and legal entities, which the Company provides services under these Regulations, shall be referred to as the “Clients”.

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## Asset Management Regulations

### 1. Terms and definitions

- a) **Asset Management Agreement** – Contract in the form of Appendix 1 to the present Regulations by signing of which the Client expresses his/her consent to obtain Asset Management services from the Manager under the terms and conditions specified in the present Regulations and Appendices to the Regulations.
- b) **Working Day** - shall mean a day (other than Saturday, Sunday and official holidays) on which exchanges, banks, depositories/custodians, clearing agents and clearing houses are open for business in Russia, United States of America, European countries.
- c) **Client's Assets** (or the "Assets") - the Client's funds, securities, rights certified by securities transferred by the Client to the Manager under Asset Management as well as securities, rights certified by securities, funds acquired by the Manager during the term of Asset Management.
- d) **Asset Management** means any lawful legal and actual acts by the Manager for Remuneration, in the Client's interests and on the Manager's behalf in respect to the Client's Assets during the term the Asset Management.
- e) **Liabilities** mean debts arisen in connection with execution of the terms and conditions of the present Regulations.
- f) **Net Assets Value** means the value determined as the Assets value taken into account decreased by the Liabilities value taken into account. For the purpose of Net Assets Value calculation:
- Assets mean securities and monetary funds at disposal of the Manager under the terms and conditions of the present Regulations and also as debtors' balances arisen in connection with execution of the terms and conditions of the present Regulations;
  - Liabilities mean debts arisen in connection with execution of the terms and conditions of the present Regulations;
- g) **Initial Net Assets Value** means the net assets value calculated as of the date of transfer the Client's Assets under Asset Management. In case the Client's Assets are transferred not at a time but in tranches, the initial net assets value shall be calculated as of the date of transfer of the last tranche of such Client's Assets under Asset Management.
- h) **Investment Declaration** – Appendix 3 to the Regulation, means the document, that defines:
- The purposes of the Asset Management;
  - Assets whose acquisition by the Manager, which is lawful;
  - Assets structure, which the Manager shall keep during the term of Asset Management;
  - The term, during which the provisions of the Investment Declaration shall be valid.
- In case of a material change on equity markets, the Manager has the right, upon prior written Client's consent, to change the Assets structure established in the Investment Declaration for the purpose of more effective Asset Management. In this case the Parties undertake to sign new Investment Declaration within 10 (ten) working days from the date of receipt by the Manager of the Client's consent.
- i) **Risk Declaration** means the notice on the risks related to the Asset Management contained in the present Regulations.
- j) **Reporting period** means the 6 months period, in case of leveraged positions and/or positions in derivatives – 1 calendar month, upon the Client's request the Reporting period shall be 3 calendar month period.
- k) **Reporting date** means the last day of each 6 calendar months period, in case of leveraged positions – the last day of calendar month and upon the Client's request to receive the Manager's Report every 3 calendar months, the Reporting date shall be the last day of each 3 calendar months period.

## 2. Subject

- 2.1 The Client shall transfer the Client's Assets into Asset Management and the Manager undertakes for Remuneration and in the Client's best interests to carry out management of the Client's Assets during the term of the Asset Management Agreement. The Client shall be the beneficiary of the provision of the Asset Management services.
- 2.2. The Manager shall manage the Client's Assets in strict conformity with the provisions of the Investment Declaration (Appendix 3).
- 2.3. The Manager notifies the Client on the risks connected with Asset Management, as specified in Section 8 of the present Regulations.

## 3. Assets Transfer

- 3.1. The Client's Assets shall be transferred by the Client in the following manner:
  - securities shall be transferred by the Client to the Manager's account with the depository/registrar designated by the Manager;
  - monetary funds shall be transferred by the Client to the Manager's Company's bank account opened for the purpose of Asset Management.
- 3.2. Date of receipt of Assets by the Manager is determined as follows:
  - for securities - the date when the Manager receives the notice of securities transfer to the Manager's account;
  - for monetary funds - the date the funds are credited to the Manager's bank account opened for the purpose of Asset Management.
- 3.3. The Manager shall start to perform its obligations hereunder immediately upon receipt of the Client's Assets and in accordance with the terms of the present Regulations and in accordance to the Company's General Terms and conditions for the Provision of Investment Services.
- 3.4. The composition of the Client's Assets transferred to the Manager is provided in Appendix 4 to the present Regulations.
- 3.5. The Client shall transfer the Assets to the Manager within a reasonable time from the date of signing of the Asset Management Agreement.
- 3.6. Conversion of one currency into another shall be made at the exchange rate quoted by the converting bank at the time of conversion.
- 3.7. At conversion the rounding off shall be made in accordance with standard rule, up to minimal monetary unit of currency of conversion (cent, eurocent, and kopeck). If the third figure after a comma is less, than 5, the rounding off shall be made aside reduction (the rounding off shall be made in favor of the Manager). In case of the third figure after a comma is more or equals to 5 the rounding off shall be made in greater party (the rounding off shall be made in favor of the Client).
- 3.8. Expenses for conversion shall be charged to the Client's account and shall be reimbursed from the Client's Assets.

## 4. Assessment of Net Assets Value

- 4.1 Net Assets Value shall be assessed upon transfer/withdrawal of the Assets, for calculation of the Manager's Remuneration (Appendix 6) and submission by the Manager of Asset Management Reports to the Client in accordance with Section 13 of the Regulations.
- 4.2 Assessment of value of the securities traded on international exchanges shall be made at the market price as of the end of the trading date.
- 4.3 "Market price" means the closing price of the security.

If the closing price as of the day of assessment cannot be ascertained, the securities' value shall be determined as follows:

- during calendar month – last closing price;
- 30-90 days – purchase price of the securities;
- more than 90 days – the securities price shall be equal to the securities nominal value.

- 4.4** The choice of exchange/venue for the purpose of the securities valuation shall be made by the Manager.
- 4.5** Valuation of the securities not traded on exchanges/venues shall be made in the fairest way on the basis of all available information including data of the Over-the-Counter (OTC) market.
- 4.6** When assessing bonds, an accrued coupon income (ACI) shall be included in the bonds value.
- 4.7** Yields on the securities (dividends, coupons and etc.) accrued but not paid as of the date of the securities assessment, shall be included in Net Assets Value.

## 5. Asset Management

- 5.1** While performing Asset Management, the Manager shall act strictly in accordance with the Investment Declaration (Appendix 3), without need for any additional directions, assignments or instructions from the Client in respect to the Asset Management unless otherwise agreed by the Parties.
- 5.2** The Manager when performing its obligations under the present Regulations may rely on any document or another form of communication, selected by the Manager, which he considers reliable, true and correct and/or upon any person, authorized to settle the said issues. The Manager shall not be responsible to the Client for the consequences of such reliance.

## 6. Risk Declaration

- 6.1** For the purposes of the present Regulations risks are understood as a probability of actual damage the Client may suffer or loss of profit in the course of Asset Management of the Client's Assets, unless such damage or loss of profit directly arises from the Manager's willful default or fraud or gross negligence.
- 6.2** The Client's investments are subject to the main risks associated with investments in Financial Markets as described in the Company's General Terms and Conditions for the Provision of Investment Services.

## 7. Reimbursement of the Asset Manager

- 7.1** The Client hereby authorizes the Manager, in the order and on the terms stipulated at the present Regulations and the Company's General Terms and Conditions for the Provision of Investment Services, to debit the amount of Remuneration fee due to the Manager and any other expenses, incurred by the Manager in the course of provision of the Asset Management services under the present Regulations, against Client's Assets Value without further acceptance by the Client through direct debit arrangements.
- 7.2** In case the Client's monetary funds under Asset Management are not sufficient to pay for the Manager's expenses, the Manager, at its own discretion and at the most favorable for the Client price, shall convert the Client's securities under Asset Management for the deficient amount.
- 7.3** If the Manager receives invoices for payment of expenses, arisen in the course of provision of the Asset Management services, after termination of the Asset Management Agreement, the Manager has the right to make calculations of the expenses and withhold the specified amount of expenses from the Client's Assets at returning the Assets to the Client connected with the termination of the Asset Management Agreement. If actual expenses are higher than the amount withheld, the Client shall pay for the expenses within 10 (ten) working days from the receipt of written notice and relevant invoice from the Manager.
- 7.4** The Manager shall not be liable for any error of judgment or any loss suffered by the Client in connection with the Asset Management services under these Regulations. In particular, but not limited to, the Manager shall not be liable for any loss, which may be suffered by the Client in connection with purchase, keeping or sale of any financial instruments, unless such loss arises from gross negligence, willful misconduct of the Manager or any of its employees.

## 8. Remuneration of the Asset Manager

- 8.1 The Manager is entitled to Remuneration for Asset Management services. The Remuneration shall be calculated, drawn and charged by the Manager at the expense of the Client's Assets.
- 8.2 Calculation method and payment of the Remuneration to the Manager are specified in Appendix 6 hereto.

## 9. Portfolio manager's reports to the Client and submission of other information

- 9.1 The Manager shall provide the Client with the Report regarding its activity for the Reporting period as of the Reporting date, and in case of the Asset Management Agreement termination - as of the date of termination of the Asset Management Agreement.
- 9.2 The Manager's Report shall reflect the structure, flows and valuation of the Client's Assets, operations involving the Assets carried out by the Manager, the Manager's Remuneration and the expenses incurred in carrying out management of the Client's Assets during the Reporting period.
- 9.3 The Manager shall forward to the Client the Report within 20 (twenty) calendar days after the end of the Reporting period.
- 9.4 The Manager shall forward the Report to the Client by durable medium, e-mail or fax, or courier mail to the addresses specified by the Client.
- 9.5 If within 10 (ten) working days from the date of dispatch of the Report by the Manager, the Manager has not received any written objections or complaints regarding the content of the Report from the Client, the report shall be deemed to be approved by the Client.
- 9.6 The Manager may forward to the Client supplementary information, the content of which shall be additionally agreed by the Parties and shall be a part of the present Regulations.
- 9.7 The Client has the right to request for the Manager's Report as of any date and for any period. In this case the Manager shall forward the Manager's Report to the Client by e-mail and/or pass to the Client personal login and password to information placed in the system of secure Internet-resource.

## 10. Return of the Client's Assets

- 10.1 The Manager shall return the Assets to the Client in full in case of termination of the Asset Management Agreement or in full and/or part of the Assets on the basis of the Order for Assets Withdrawal (Appendix 5), given by the Client.
- 10.2 In case of Assets withdrawal from the Asset Management Account the value of the Client's Assets shall be determined by their market value as of the date of receipt by the Manager of the Order for Assets Withdrawal.
- 10.3 Upon termination of the Asset Management Agreement or full and/or partial withdrawal of the Client's Assets, the Manager will return the Assets to the Client within 10 (ten) working days from the date of termination of the Asset Management Agreement and/or, receipt of notice of termination of the Asset Management Agreement, or receipt of Order for Assets Withdrawal.
- 10.4 In case of full or partial withdrawal of the Client's Assets, the Manager shall withhold monetary funds, amounting to the Manager's Remuneration accrued but not yet paid and/or any other expenses made under made under the Asset Management Agreement, in course of managing the Client's Funds, which become due to the third parties, before the date of Order for Assets Withdrawal was delivered to the Manager.
- 10.5 Return of the Assets in the form of monetary funds shall be made by the bank transfer to the Client's bank account.
- 10.6 Return of the Assets in the form of the securities shall be carried out by the Manager in the following manner:
  - securities shall be transferred by the Manager to the Client's account with the depository /registrar specified by the Client.
- 10.7 Date of receipt of Assets in the form of the securities by the Client is determined as follows:

- for securities - the date when the Client receives the notice of securities transfer to the Client's account;

**10.8** The Parties may agree to return the Assets exclusively in the form of monetary funds.

**10.9** Withdrawal of all Assets shall mean termination of the Asset Management Agreement.

## **11. Rights and Responsibilities of the Parties**

### **11.1 The Client shall:**

- Not interfere in the operating activities of the Manager.

### **11.2 The Client has the right to:**

- Request the Manager to change the Investment Declaration;
- Receive information on the activity of the Manager in the form of Reports during the term of the present Regulations;
- In case of disagreement with reports as indicated above, inform the Manager about the disagreement, within 10 (ten) days from the date of dispatch of the said Report;
- Declare a request on partial withdrawal of Assets before the termination of the Asset Management Agreement, or demand early termination of the Asset Management Agreement.

### **11.3 The Manager shall:**

- Manage the Client's Assets strictly in accordance with the requirements of legislation of the Republic of Cyprus and conditions of the present Regulations and the Company's General Terms and Conditions for the Provision of Investment Services;
- Return Assets to the Client upon termination of the Asset Management Agreement or submission by the Client of the Order for Assets Withdrawal;
- Exclude use of Client's Assets as a source of payment for the obligations of the Manager, not related to the execution of the Asset Management.
- After the termination of the Asset Management Agreement the Manager shall transfer to the Client an amount equivalent to the yield received by the Manager on securities and other financial instruments being the part of the Client's Assets during the term of the Asset Management Agreement, except for taxes if such taxes must be withheld by the Manager in accordance with the current legislation of the Republic of Cyprus.
- The Manager shall not be obliged to execute the Client's orders and instructions, which can lead to the infringement of any law or the regulation which the Manager must follow.
- In that case the Manager shall notify the Client that, in the Manager's opinion, such Client's requirements and instructions contradict with any laws, provisions or regulations and/or its economic profile, and that the Client must bring its requirements and instructions into conformity with the applicable legislation.

### **11.4 The Manager has the right to:**

- Independently and on its behalf to exercise authority of proprietor in respect to the Client's Assets, including performing of all rights of the proprietor in respect to the securities and other financial instruments being under the Manager's management, including the right on alienation, pledge, execution of any other transactions and actual actions with the securities and other financial instruments;
- Independently and on its own behalf to exercise all the rights certified by the securities and other financial instruments under the Asset Management, including the right to receive dividends on shares and bond yield, private non-property rights of the shareholder of a joint-stock company, right to demand retirement of a security and other financial instruments and other rights established by the current legislation of the Republic of Cyprus and legislation of other jurisdictions in accordance of which the securities and other financial instruments were issued;
- Receive Remuneration in the order and in the amount specified by the present Regulations;
- Submit claims and issues if required to protect the rights and legitimate interests of the Parties.

## 12. Representations and warranties of the Parties

- 12.1 The Client hereby declares that it fully acknowledges and accepts that any investments in securities and other financial instruments, contain high risks. Any decisions on investment in securities and other financial instruments are taken by the Manager at its own discretion based on the terms and conditions stated in the Investment Declaration.
- 12.2 The Client is informed and agrees that market prices for securities and other financial instruments may either increase or decrease and such change of market prices is beyond the Manager's control.
- 12.3 The Client hereby represents and warrants that as of the date of signing of the Asset Management Agreement there are no limitations or restrictions that might prevent the Client from entering into transactions with the Client's Assets and that the Client's Assets are free from any liens and encumbrances which may affect the transactions with these Client's Assets under the present Regulations.
- 12.4 The Client hereby represents and warrants that the Client's Assets are not encumbered by any third parties' liabilities and rights, not under arrest, free and clear of any attachment and are not a subject to any legal claims.
- 12.5 The Manager hereby represents and warrants, that monetary funds, securities and other financial instruments, acquired by the Manager for the Client during the execution of the Asset Management (excluding monetary funds subject to payment of the Manager's remuneration and expenses connected with the execution of the Asset Management) shall be legal property of the Client, the Manager shall manage the Clients Assets exclusively for the benefit of the Client.
- 12.6 The Manager hereby represents and warrants that it shall have all rights and permissions to manage Client's Assets and to conduct all operations under the present Regulations.
- 12.7 Each Party hereby represents and warrants that as of the date of signing the Asset Management Agreement no court or any other competent body has made a decision on its bankruptcy.
- 12.8 Each of the Parties represents and warrants that persons, who signs the Asset Management Agreement and Appendices to the Regulations on behalf of each Party, are duly authorized to do so.
- 12.9 The Parties shall consider these representations and warranties as material conditions of the Asset Management, in case of breach of which either Party shall have the right to unilaterally terminate the Asset Management Agreement.

## 13. Taxation

- 13.1 The Client shall independently pay the taxes arising during the execution by the Manager of the Asset Management, if the duty on payment of such taxes is not assigned to the Manager by the law or other statutory or legal act of the Republic of Cyprus.
- 13.2 The Manager shall not bear any responsibility for correctness and timeliness of taxes, which should be paid by the Client independently.

## 14. Liabilities of the Parties

- 14.1 The Parties shall be liable for default or improper execution of their obligations.
- 14.2 The Manager shall not be liable for damage or losses suffered by the Client, arisen as a result of the activities, omissions, delays in execution of the obligations by the Client.
- 14.3 The Manager shall not be liable for damage or losses suffered by the Client, resulting the result of the activities, omissions, delays in execution of the obligations by third parties, including but not limited to, Banks, issuers of securities, depositories/custodians, brokers and etc., provided that the Manager has performed its obligations properly.
- 14.4 The Manager shall not be liable for damage or losses suffered by the Client, arisen as a result of partial or early withdrawal of Assets, if such withdrawal occurred prior to the expiration of the Asset Management Agreement.



## Appendix 1

**Asset Management Agreement # \_\_\_\_\_**

Cyprus, “ \_\_\_ “ \_\_\_\_\_ 20\_\_

By signing of the present Asset Management Agreement, the undersigned Client (hereinafter referred to as the “Client”), acknowledges and agrees that the company Lime Trading (CY) Ltd (hereinafter referred to as the “Manager”) provides to the Client the Asset Management services in accordance with the Asset Management Regulations (hereinafter referred to as the “Regulations”) and the Company’s General Terms and Conditions for the Provision of Investment Services.

By signing this Asset Management Agreement the Client acknowledges and confirms:

- The Client has studied, acknowledges and accepts the terms and conditions of the Asset Management Regulations and the Company’s General Terms and conditions for the Provision of Investment Services.
- The Client is obliged to fulfill all terms and conditions provided in the Regulations and the Company’s General Terms and conditions for the Provision of Investment Services;

\_\_\_\_\_  
(name of the Client)

**Lime Trading (CY) Ltd**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
(on behalf of the Client)

\_\_\_\_\_  
(on behalf of the Manager)

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### **Official notes of Lime Trading (CY) Ltd**

The following requisites are assigned to the Asset Management Agreement:

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

## Appendix 2.1

### Client Questionnaire - Individuals

#### Important Notice

As a professional financial institution observing the applicable laws, by-laws, rules, and regulations adopted by the Republic of Cyprus, domestic and international regulatory agencies and professional associations, we are required to protect our client's interests, for which purpose we believe our primary tasks are to understand our clients, the nature of their business, source of funds, and to ensure that we understand fully their investment objectives, financial position and specific investment experience.

Thus, you certify that all statements made in this Client's questionnaire (the "Questionnaire") and all information, documentary or otherwise, provided to us (the "Information") is complete, true and accurate, and that it is provided upon your initiative. You agree to be fully liable for all such Information provided by you, and do not object that the Information is being collected also to confirm your business reputation according to practices applicable in international securities markets.

Non-provision of information requested in this Questionnaire will prevent us from accessing the suitability of the requested services. By Law, we shall not be able to offer you the service requested.

The Information provided in this Questionnaire shall be kept confidential and shall not be disclosed by us to a third party without your consent other than by explicit requirement under the applicable laws. You agree and acknowledge that if required to disclose any such information, we shall, without your additional consent, submit information only to the extent required by the appropriate regulations and only to the person stated in such regulations.

#### Personal Information

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Marital Status:**

Single                       Divorced                       Married                       Widowed

**Number of Dependents:** \_\_\_\_\_

**Employment type:**

Employee                       Self-Employed                       Retired  
 Student                       At-home trader                       Other. Specify: \_\_\_\_\_

**Purpose and reason for opening account**

Placement of own available funds for management by professional Asset Managers  
 Other (Specify): \_\_\_\_\_

## Economic Profile

(a) Please provide the following information (approximate annualized figures in Euros, based on data for current/previous year)

- Estimated Net Worth (exclude value of residence): € \_\_\_\_\_
- Immovable property: € \_\_\_\_\_
- Size of cash and other liquid assets (stocks, deposits) held: € \_\_\_\_\_
- Source of regular income: € \_\_\_\_\_
- Size of regular income: € \_\_\_\_\_

(b) List other sources of funds aside from employment (if any) (this is required information if you are unemployed or student): \_\_\_\_\_

(c) Type of regular expenses: \_\_\_\_\_

(d) Size of regular expense (per month): € \_\_\_\_\_

(e) Which sum (EUR) do you intend to invest in your portfolio (the anticipated account turnover) ?

- Less than 50.000                       50.001-100.000                       100.001-500.000  
 If 500,001 and above, please specify € \_\_\_\_\_

## Investment objectives and experience

(a) How would you rate your general capital market experience? Please select one of the options:

- No knowledge                       Some knowledge                       Professional experience

(b) How much of your capital (approx.) is currently invested or do you plan to invest via Lime Trading (CY) Ltd?

- 0 - 25%                       25 - 50%                       50 - 75%

(c) Which of the following represent your expected investment period?

- 0 - 1 years                       1 - 3 years  
 3 - 5 years                       5 - 8 years                       More than 10 years

Other (please specify): \_\_\_\_\_

(d) What is your level of experience in the following financial instruments /services?

Please fill out ALL blocks:

Financial Instruments	Trading experience ( in years)	How frequently do you operate on the financial markets?	Knowledge / Experience level
Money Market (Deposits, USITS, other fixed Income Instruments & bonds)	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Derivatives ( options, futures, CFDs)	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Equities	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
FOREX market	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited

(e) What is your level of experience in the following financial services:

Financial services	Experience level (check one for each product type)
Brokerage services	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Asset management by professionals	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Investment Advice by professionals	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited

(f) When do you expect to start drawing an income from your investment (apart for tax – if any)?

- 3 months   
  12 months   
  1-3 years   
  3-5 years   
  after 5 years

(g) What is the purpose of your investments and risk profile of the future investments?

**i. Grow aggressively** – assume the highest degree of risk for potentially higher returns:

- Trading Profits   
  Speculation   
  Hedging

**ii. Grow moderately – increase investment value over time while accepting price fluctuation:**

- Income                       Growth

**iii. Invest conservatively – minimize the potential for any loss:**

- Preservation of Capital

**iv. Indicate the general risk profile:**

- Low                               Moderate                       High

## Reporting Options

(a) Receipt option for Portfolio manager's report:  Online     Other (specify): \_\_\_\_\_

(b) Reporting period for the Manager's report:     Every 6 calendar months     Every 3 calendar months

## Account Type

**Cash**

Must have enough cash in the account to cover the cost of the transaction plus commissions. No shorting of stock or futures day trading benefits (50% of regular margin requirement during the day on certain exchanges). Limited purchase and sale of options and trading is only allowed for products denominated in the base currency of the account. Cash from the sale of stocks, options and futures becomes available when the transaction settles (e.g. US stock - 3 days, German stocks- 2 days, US options- 1 day).

**Portfolio Margin**

Borrowing to support equities trading, shorting of equities, full options trading, full futures/futures options trading, currency conversions, and securities/commodities trading in multiple currency denominations available. Margin requirements are computed real-time under a rules-based calculation methodology, with immediate position liquidation if the minimum maintenance margin requirement is not met. Purchase and sale proceeds are immediately recognized.

**I HEREBY CONFIRM THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND ACCURATE.** The Client hereby assumes all risks related to the Manager's failure to disclose or untimely disclosure of any information related to the performance or cancellation of transactions, whenever such failure or untimely disclosures are due to inaccurate or incomplete information specified by the Client's in this Questionnaire. The Client hereby agrees that in that case all the disputes between the Manager and the Client shall be settled taking into account the above provision.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(name of the Client)

\_\_\_\_\_  
(Signature)

## Appendix 2.2

### Client Questionnaire – Legal Entity

#### Important Notice

As a professional financial institution observing the applicable laws, by-laws, rules, and regulations adopted by the Republic of Cyprus, domestic and international regulatory agencies and professional associations, we are required to protect our client's interests, for which purpose we believe our primary tasks are to understand our clients, the nature of their business, source of funds, and to ensure that we understand fully their investment objectives, financial position and specific investment experience.

Thus, you certify that all statements made in this Client's questionnaire (the "Questionnaire") and all information, documentary or otherwise, provided to us (the "Information") is complete, true and accurate, and that it is provided upon your initiative. You agree to be fully liable for all such Information provided by you, and do not object that the Information is being collected also to confirm your business reputation according to practices applicable in international securities markets.

Non-provision of information requested in this Questionnaire will prevent us from accessing the suitability of the requested services. By Law, we shall not be able to offer you the service requested.

The Information provided in this Questionnaire shall be kept confidential and shall not be disclosed by us to a third party without your consent other than by explicit requirement under the applicable laws. You agree and acknowledge that if required to disclose any such information, we shall, without your additional consent, submit information only to the extent required by the appropriate regulations and only to the person stated in such regulations.

#### Investment objectives and experience

(a) Which sum (EUR) do you intend to invest in your portfolio (the anticipated account turnover) ?

- Less than 50.000                       50.001-100.000                       100.001-500.000  
 If 500,001 and above, please specify € \_\_\_\_\_

(b) How would you rate your general capital market experience? Please select one of the options:

- No knowledge                       Some knowledge                       Professional experience

(c) How much of your capital (approx.) is currently invested or do you plan to invest via Lime Trading (CY) Ltd?

- 0 - 25%                       25 - 50%                       50 - 75%

(h) Which of the following represent your expected investment period?

- 0 - 1 years                       1 - 3 years  
 3 - 5 years                       5 - 8 years                       More than 10 years

Other (please specify): \_\_\_\_\_

(d) What is your level of experience in the following financial instruments /services?

Please fill out ALL blocks:

Financial Instruments	Trading experience ( in years)	How frequently do you operate on the financial markets?	Knowledge / Experience level
Money Market (Deposits, USITS, other fixed Income Instruments & bonds)	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Derivatives ( options, futures, CFDs)	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Equities	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
FOREX market	_____	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited

(e) What is your level of experience in the following financial services:

Financial services	Experience level (check one for each product type)
Brokerage services	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Asset management by professionals	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited
Investment Advice by professionals	<input type="checkbox"/> Extensive <input type="checkbox"/> Good <input type="checkbox"/> Limited

(f) When do you expect to start drawing an income from your investment (apart for tax – if any)?

- 3 months     12 months     1-3 years     3-5 years     after 5 years

(g) What is the purpose of your investments and risk profile of the future investments?

**v. Grow aggressively** – assume the highest degree of risk for potentially higher returns:

- Trading Profits     Speculation     Hedging

**vi. Grow moderately – increase investment value over time while accepting price fluctuation:**

- Income                       Growth

**vii. Invest conservatively – minimize the potential for any loss:**

- Preservation of Capital

**viii. Indicate the general risk profile:**

- Low                               Moderate                       High

## Reporting Options

- (a) Receipt option for Portfolio manager's report:  Online     Other (specify): \_\_\_\_\_
- (b) Reporting period for the Manager's report:     Every 6 calendar months     Every 3 calendar months

## Account Type

**Cash**

Must have enough cash in the account to cover the cost of the transaction plus commissions. No shorting of stock or futures day trading benefits (50% of regular margin requirement during the day on certain exchanges). Limited purchase and sale of options and trading is only allowed for products denominated in the base currency of the account. Cash from the sale of stocks, options and futures becomes available when the transaction settles (e.g. US stock - 3 days, German stocks- 2 days, US options- 1 day).

**Portfolio Margin**

Borrowing to support equities trading, shorting of equities, full options trading, full futures/futures options trading, currency conversions, and securities/commodities trading in multiple currency denominations available. Margin requirements are computed real-time under a rules-based calculation methodology, with immediate position liquidation if the minimum maintenance margin requirement is not met. Purchase and sale proceeds are immediately recognized.

**I HEREBY CONFIRM THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND ACCURATE.** The Client hereby assumes all risks related to the Manager's failure to disclose or untimely disclosure of any information related to the performance or cancellation of transactions, whenever such failure or untimely disclosures are due to inaccurate or incomplete information specified by the Client's in this Questionnaire. The Client hereby agrees that in that case all the disputes between the Manager and the Client shall be settled taking into account the above provision.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(name of the Client)

\_\_\_\_\_  
(Signature/Seal)



## Appendix 2.3

### Amendments to the Client Questionnaire

<b>Agreement No and date:</b>		<b>Date of amendments:</b>	
<b>Client's full name:</b>			
<b>Group:</b>	- Legal Entity - Individual	<b>Type:</b>	- Retail - Professional - Eligible counterparties
<b>Contact Person:</b>		<b>Country:</b>	
<b>Telephones:</b>		<b>Fax:</b>	
<b>E-mail:</b>			
<b>Address:</b>			
<b>Changes in Questionnaire:</b>			
<b>Client's signature:</b>			
<b>Checked and Approved by:</b>			

## Appendix 3

### Investment Declaration

The present Investment Declaration sets up objectives and terms, the Asset Manager shall follow performing Asset Management services in accordance with the Asset Management Agreement.

#### Investment Objective

The objective of Asset management is an increase in the value of the Client's assets.

#### Eligible Securities / Financial Instruments

The following assets may be included in the Client's Portfolio (*tick applicable*):

Country	Type of Security								
	Stocks	Bonds	Warrants	Stock & Index Options	Futures (Currencies/ Commodities)	Futures Options	Single Stock Futures	FOREX	Other
United States	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Australia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Belgium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
France	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Germany	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hong Kong	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Japan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Netherlands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sweden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Switzerland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
United Kingdom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Russia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTC (Over-The-Counter) market	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please indicate any restrictions in investing in any specific instruments / markets / entities due to legal issues, Client's individual circumstances and/or needs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Asset Structure

The asset structure which should be maintained in the Client's Portfolio should be within the following ranges:

	Type of Security								
	Stocks	Bonds	Warrants	Stock & Index Options	Futures (Currencies/ Commodities)	Futures Options	Single Stock Futures	FOREX	Other
Min. % *									
Max. % *									

\* **Note:** % of Assets Invested

## Effective Period

If during the term of the Asset Management Agreement the Parties don't sign new Investment Declaration the effective period of the Investment Declaration shall be equal to the term of the Asset Management Agreement.

## Re-investment of profits

The Asset Manager shall reinvest all the profits (dividends, interest payments, realized gains and other income) received in the course of Asset management.

## Portfolio Benchmark

The Benchmark for the Client Portfolio shall be the S&P 500 index;

Date: \_\_\_\_\_

\_\_\_\_\_  
 (name of the Client)

**Lime Trading (CY) Ltd**  
 (the Asset Manager)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
 (Signature / Seal)

\_\_\_\_\_  
 (Signature / Seal)

## Appendix 4

### Assets Structure to be transferred under Asset Management

Date « \_\_\_ » \_\_\_\_\_ 20\_\_

Hereby is defined the Assets structure to be transferred by the Client under asset management in accordance with the Asset Management Agreement No. \_\_\_\_\_ dated « \_\_\_ » \_\_\_\_\_ 201\_\_.

#### Assets to be transferred to Lime Trading (CY) Ltd:

##### (a) Monetary funds

Currency	Amount

##### (b) Securities

Kind, category (type), tranche, series, registration number	Issuer	Quantity, pcs.	Value (date of transfer)

\_\_\_\_\_  
(name of the Client)

**Lime Trading (CY) Ltd**  
(the Asset Manager)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature / Seal)

\_\_\_\_\_  
(Signature / Seal)

## Appendix 5.1

### Order for Assets Withdrawal in a form of Monetary Funds

Date of application: « \_\_\_ » \_\_\_\_\_ 20\_\_

ORDER № \_\_\_\_\_ for assets withdrawal in the form of monetary funds

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

Authorized representative: \_\_\_\_\_

Asset Management Contract No. \_\_\_\_\_ dated « \_\_\_ » \_\_\_\_\_ 20\_\_

Please transfer the funds in the amount of: \_\_\_\_\_

Currency:     USD         EURO         RUB

Using the following banking details:

Bank Name:	
Bank Address/country:	
Account Holder Name:	
Joint Account Holder Name:	
Account Number:	
Swift Code:	
IBAN No:	
Sort Code:	

Client's authorized representative's signature

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

#### FOR INTERNAL USE ONLY

Date of application « \_\_\_ » \_\_\_\_\_ 20\_\_

Order received « \_\_\_ » \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ (specify time)

Name and signature of the Manager: \_\_\_\_\_

## Appendix 5.2

### Order for Assets Withdrawal in a form of Monetary Funds to the Brokerage Account

Date of application: « \_\_\_ » \_\_\_\_\_ 20\_\_

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

Authorized representative: \_\_\_\_\_

Asset Management Contract No. \_\_\_\_\_ dated « \_\_\_ » \_\_\_\_\_ 20\_\_

Please perform at any time at the Asset Manager's discretion transfer of all the balance of monetary funds available on my asset management account # \_\_\_\_\_ to my trading account(s).

Client's authorized representative's signature

\_\_\_\_\_ / \_\_\_\_\_ /

## Appendix 5.3

### Order for Assets Withdrawal in the form of Securities

Date of application: « \_\_\_ » \_\_\_\_\_ 20\_\_

ORDER № \_\_\_\_\_ for assets withdrawal in a form of securities

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

Authorized representative: \_\_\_\_\_

Asset Management Contract No. \_\_\_\_\_ dated « \_\_\_ » \_\_\_\_\_ 20\_\_

Please perform transfer of the below securities

#	Type, Issuer of Securities	State registration number	Number of Securities

according to the following details:

Name and account number: \_\_\_\_\_

Custody account section: \_\_\_\_\_

Identificator: \_\_\_\_\_

Name of Custody: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Passport number for physical persons or state registered number for legal entity \_\_\_\_\_

Custody agreement: \_\_\_\_\_

Intercustody agreement: \_\_\_\_\_

Trade date: \_\_\_\_\_

Settlement date: \_\_\_\_\_

Contact person: \_\_\_\_\_

Additional information: \_\_\_\_\_

**Client's authorized representative's signature**

\_\_\_\_\_ / \_\_\_\_\_ /

## FOR INTERNAL USE ONLY

Date of application « \_\_\_\_ » \_\_\_\_\_ 20 \_\_\_\_\_

Order received « \_\_\_\_ » \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_ (specify time)

Name and signature of the Manager: \_\_\_\_\_



## Appendix 5.4

### Order for Assets Withdrawal in the form of Securities to the Brokerage Account

Date of application: «\_\_» \_\_\_\_\_ 20\_\_

ORDER № \_\_\_\_\_ for assets withdrawal in a form of securities

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

Authorized representative: \_\_\_\_\_

Asset Management Contract No. \_\_\_\_\_ dated «\_\_» \_\_\_\_\_ 20\_\_

Please perform at any time at the Manager's discretion transfer of all securities available on asset management account # \_\_\_\_\_ to my trading account(s).

Client's authorized representative's signature

\_\_\_\_\_ / \_\_\_\_\_ /

## Appendix 6

### Order of Calculation and Remuneration Payment

Cyprus, “\_\_\_\_\_” \_\_\_\_\_ 20\_\_

The Asset Manager's remuneration for the past period shall be withheld from the Client's Assets within 5 (five) working days on the expiry of the Agreement term for approval of the Manager's Report by the Client specified in the present Regulations.

#### The following rates of the Manager's Remuneration shall apply:

- more than 100,000.00 United States dollars – 20% of Investment Income;
- from 80,000.00 up to 100,000.00 United States dollars – 25% of Investment Income.

#### The Manager's Remuneration shall be calculated as of the following dates:

- last date of each calendar quarter, specifically: March 31, June 30, September 30 and December 31;
- date of termination of the Adhesion Contract

#### The Manager's Remuneration shall be calculated by the following formula:

$$RF = \frac{II * X}{100}$$

#### Where:

**RF** – the Manager's Remuneration;

**X** – rate of the Manager's Remuneration;

**II** – Investment income for the period, determined as: the Client's income for the period, defined as the amount of the Client's Assets under the Asset management as of the end of the period minus the amount of the Client's Assets under the Asset management as of the beginning of the period minus balance of monetary funds charge/withdrawal and/or securities charge/transfer (where balance of monetary funds charge/withdrawal and/or securities charge/transfer shall be determined as cost of the Client's monetary funds and/or securities transferred under the Asset management during the period minus cost of the Client's monetary funds and/or securities withdrawn from the Asset management during the period) with the deduction of sums of all commissions, charges and remunerations withdrawn by the Manager.

\_\_\_\_\_  
(name of the Client)

**Lime Trading (CY) Ltd**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
(Signature / Seal)

\_\_\_\_\_  
(on behalf of the Manager)