

Brokerage Service Terms and Conditions

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Part I

1. Introductory Provisions

1.1. This Document sets forth the Standard Terms and Conditions of Brokerage Services (hereinafter referred to as the "Terms and Conditions"), which defines the terms of Brokerage Services, rights and obligations of the Parties in the process of using the mentioned Services.

1.2. The relations between the Bank and the Client are regulated by the agreement (hereinafter the "Agreement"), which comprises of the following parts:

1.2.1. Application(s), filled in by the Client, signed by the Parties and/or agreed to by the Client in another form determined by the Bank;

1.2.2. The present Terms and Conditions;

1.2.3. Rates/Tariffs set by the Bank, including the rates given in the annex to the Terms and Conditions (hereinafter the "Fees")

1.2.4. The Data Protection Policy of the Bank, available on the Bank's website www.libertybank.ge;

1.2.5. Any additional terms, annexes and/or application(s) (if any) relating to the existing and/or future services offered by the Bank and which will be necessary for the Client to use additional and/or present Brokerage Service(s) provided by this Agreement.

1.3. In order to receive the Services stipulated in the present Terms and Conditions, the Client shall:

1.3.1. Open/have the Current Account in the Bank;

1.3.2. Carefully read and become aware of the present Terms and Conditions for the use of all types of Services;

1.3.3. Fully complete and sign/agree (including in electronic form) the appropriate Application, thereby certifying and warranting that: (a) the Application is completed in full; (b) the information specified in the Application is correct and accurate; (c) before signing the Application and/or expressing consent in any other form, he/she/it is fully aware with the present Terms and Conditions and Fees of the Brokerage Account service;

1.3.4. Submit a valid identification document for the purpose of verifying the Client's identity, with the relevant details to be included in the Application;

1.3.5. Perform any additional actions determined by the Bank for the purpose of Client identification;

1.4. The Bank may refuse to provide the service to the Client, if the Client has not properly completed, signed/confirmed or submitted to the Bank any document requested by the Bank in the form and contents acceptable to the Bank and/or has not gone through the identification process in accordance with the procedures defined by the Bank;

1.5. The Bank will commence service provision to the Client upon the Client's completion of the relevant Application and submission of the documentation required by the Bank, as well as upon fulfillment of the process established by the Bank for using the relevant Product. Furthermore, the Bank reserves the right, at its sole discretion, to reject the Application and decline service provision to the Client without providing respective reason.

1.6. The Bank reserves the right to verify the information provided by the Client and/or obtained through other means, to which the Client gives his/her/its unequivocal and unconditional consent.

1.7. The Client's use of the Service (or any part thereof) described in the Terms and Conditions, with the Bank's consent, shall be deemed as the Client's acceptance of the terms governing the Service in accordance with the present Terms and Conditions.

1.8. The Bank, within its sole discretion, may open a Brokerage Account for the Client remotely, in accordance with the procedures set forth by the Bank;

1.9. The Bank may at any time unilaterally change provisions stipulated in the present Terms and Conditions and/or the provisions, conditions and/or tariffs contained in other constituent documents of the Agreement in order to bring them (conditions) into compliance with the new rules established by the Bank, changed market conditions, brokerage practices and/or the applicable legislation.

1.10. The Bank may, any time, within its sole discretion, unilaterally, without the Client's additional consent, fully or partially suspend or terminate offering/providing the Service determined in the Terms and Conditions that shall not be considered as a breach of the conditions of the Agreement by the Bank.

1.11. The Client will be notified of any renewal or changes to this Agreement and the present Terms and Conditions in a manner determined by the Bank. Should the Client fail to read the updated terms and conditions but continues using the new or modified Service, such action shall be considered as if the Client has given his/her/its consent to the revised Terms and Conditions as available at that time by the Bank.

2. Definition of Terms

2.1. Unless otherwise defined in the Terms and Conditions and/or the context thereof (Terms and Conditions), the terms below shall have the following meanings:

2.1.1. Statement - information on Transactions carried out and balances outstanding on the Client's Brokerage Account in the form determined by the Bank;

2.1.2. Brokerage Account (Account) - Beneficial account within the Bank's system opened in the name of the Client, which is assigned to a unique number. This Account is designated for the deposit of investment funds/Funds from the Client's Current Account, either by the Client or by the Bank upon the Client's instruction.

2.1.3. Account Balance - Total value of the assets held in the Client's account. The calculation of the Account Balance is based on the value of the financial instrument(s), determined in accordance with the Valuation Method.

2.1.4. Assets - Funds held on the Client's Account and Financial Instrument(s) registered in the name of the Client.

2.1.5. Bank - JSC "Liberty Bank" (identification code: 203828304), acting in accordance with the Legislation and the license granted to it, representing the Party to the Agreement;

2.1.6. Indicated Email - Client's Email indicated in the Bank by a legal entity, used by the Bank, at its (Bank's) sole discretion when communicating with the Client and/or confirming/submitting any document, including the agreement, offered by the Bank in relation to the operation, Order and/or Brokerage Services.

2.1.7. Application - the relevant application form signed by the Client for opening a Brokerage Account and receiving Brokerage Services.

2.1.8. Transaction - transaction executed in accordance with the Order submitted by the Client in the prescribed form.

2.1.9. Transaction Confirmation - notification sent to the Client from the Bank's designated email address, confirming the execution of the Order and serving as the basis for the transfer of ownership of the Financial Instrument(s) from one party to another. The form of the Transaction Confirmation is determined at the discretion of the Bank.

2.1.10. Order - Request submitted by the Client to the Bank for the provision of Brokerage Services. The Client issues the Order using a verified email/Indicated Email and/or through Internet Banking, in accordance with the Terms and Conditions. The Order shall include the Mandatory Requisites as defined by these Terms and Conditions, be executed in either the Georgian and/or English language, and fulfill any additional requirement determined by the Bank, if necessary.

2.1.11. Mandatory Requisites - necessary requisites to be indicated by the Client when submitting an Order to the Bank. The Order should at least include the following Mandatory Requisites:

- Issuer of the Financial Instrument(s);
- Type of the Financial Instrument(s);
- Identification symbol of the Financial Instrument(s) (ISIN or other identification symbol) (if any);
- Type of Order to be executed (purchase, sell, order with a price limit and etc.);
- Validity term of the Order;
- Client's Intended Purchase/Sale Price of Financial Instrument(s) (in accordance with the type of Order);
- Aggregate Nominal Value and quantity of Financial Instrument(s);
- Any additional requisites unilaterally determined by the Bank.

2.1.12. Processing or Data Processing - defined in accordance with paragraph 13.3.1 of these Terms and Conditions.

2.1.13. Issuer - Any legal entity that has issued the Financial Instrument(s);

2.1.14. Verified Number - Client's mobile number indicated in the Bank, verified in compliance with the procedures determined by the Bank and used by the Bank, at its (Bank's) sole discretion when communicating with the Client and/or confirming any document, including the agreement, offered by the Bank related to the operation, Order and/or Brokerage Services.

2.1.15. Verified Email - Email indicated in the Bank by an individual Client, verified in compliance with the procedures determined by the Bank and used by the Bank, at its (Bank's) sole discretion when communicating with the Client and/or confirming any document, including the agreement, offered by the Bank related to the operation, Order and/or Brokerage Services.

2.1.16. Individual Segregated Account - individual Financial Instruments account on which the Financial Instruments under the Client's beneficial ownership are separately credited and which is segregated from the accounts used by the Bank for crediting Financial Instruments owned by the Bank and other Clients' of the Bank.

2.1.17. Internet Banking - one of the channels of remote banking services, through which the Client has the opportunity to receive various information and carry out certain banking Transactions through the Bank's web-page <https://my.libertyBank.ge/> without visiting the Bank;

2.1.18. Legislation - A set of applicable legislative and sub-legal normative acts of Georgia, as well as international treaties and agreements of Georgia included in the system of normative acts of Georgia;

2.1.19. Client - individual or legal entity that signs the Application for opening the Brokerage Account and receives the Brokerage Services.

2.1.20. Confidential Information - Unless explicitly stated otherwise in the Agreement, any information or documentation received, processed, created, and/or sent as a result of signing (or expressing consent in any other form) or execution of the Agreement by one of the Parties concerning the other Party (including without any limitation the information/documentation about the Party's personal, equity, financial data, the Party's owner/manager/related person(s), transaction(s) with Third Party(s), movable and/or immovable asset(s), business processes/procedures, marketing strategy, project(s), and/or other data), and/or other important information/documentation.

2.1.21. Mail Banking - mail banking service determined in the banking service terms and conditions for individuals.

2.1.22. Current Account - Client's current account determined by the banking service terms and conditions for individuals or by the banking service terms and conditions for legal entities.

2.1.23. Mobile Bank - one of the channels of remote banking services, through which the Client has the opportunity to receive various information and carry out specific banking transactions without appearing in the Bank, by using mobile software;

2.1.24. Party - the Bank or Client in accordance with the context (both together the Parties);

2.1.25. Third Party(ies) - for the purpose of personal Data Processing, the Bank's parent and/or subsidiary company, its affiliated and/or group members, the Bank's contractors, suppliers, providers and/or other persons who, on the basis of the law "On Personal Data Protection," process personal data and other information received from the Bank (on

behalf of and for the purposes determined by the Bank, as its authorized persons, as well as on their own names and purposes - independently) and/or provide the Bank with personal data and other information about them and/or the Bank's Clients. The categories of third party(ies) are set forth in present Terms and Conditions;

2.1.26. Brokerage Service (Service) - The services provided by the Bank to the Client under the framework of the Agreement. For the avoidance of doubt, the services shall be defined as right (and not an obligation) of the Bank to offer Brokerage Services to the Client. The services may include, but are not limited to, the following:

- Services related to the purchase and sale of Financial Instrument(s);
- Custody Services;
- Services related to Accounts;

2.1.27. Service Tariffs (Tariff(s)/Fee(s)) - the list of tariffs and related fees for services, which: (a) is outlined in Appendix 1 of these Terms and Conditions; or (b) is individually specified and communicated to the Client (including, but not limited to, via electronic mail). Service tariffs form an integral part of these Terms and Conditions.

2.1.28. Personal Data - any information, related to an identified or identifiable natural person;

2.1.29. Direct Marketing - direct delivery of information by phone, mail, e-mail or other electronic means in order to form, maintain, realize or/and support interest in an individual or/and legal entity, product, idea, service, work or/and undertaking, as well as image and social topics;

2.1.30. Business Day - days of a week from Monday to Friday, excluding holidays as defined by the Bank and/or public holidays established by the Legislation of Georgia. Additionally, this includes days when commercial banks and stock exchanges are open and operating in New York (USA), London (United Kingdom), and Tbilisi (Georgia).

2.1.31. Sanctioning Authority - the executive/legislative/judicial authority of any state and/or union of states, central bank, state body, legal entity of public law, self-governing body, supervisory/regulatory/controlling body, (including, without limitation, the United States Foreign Assets Control Service, United Kingdom Financial Sanctions Implementation Service, European Union and/or United Nations Security Council and/or any of their legal successors), as well as any international/supranational organization, international payment system, financial institution and/or other authorized body that, within the scope of its activity, will impose any kind of financial sanction(s) and/or other type of restriction(s)/ban(s)/embargo(es) on the Client/persons related to the Client, any field of trade/service and/or on other field of activity.

2.1.32. Inactive Account - Brokerage Account specified in the present Terms and Conditions, which has not been used by the Client during the last 12 (twelve) continuous months (including no transactions have been carried out on the Account);

2.1.33. Omnibus Segregated Account - Financial Instruments account which is separate from the account on which the Financial Instruments owned by the Bank are credited and the Financial Instruments owned by the Clients are credited in the form of a bulk, rather than separately.

2.1.34. Financial Instrument(s) – Financial instruments under the meaning of the Law of Georgia on the Investment Funds.

2.1.35. Fair Value – a method of determining the value of the Financial Instrument(s). For the purposes of this Agreement, the Fair Value shall consist of a commercially reasonable estimation undertaken by the Bank and reflect the price at which the Bank may sell or buy the Financial Instrument(s) in accordance with the terms of this Agreement. If the sell or buy price of the Financial Instrument(s) is not available, the Bank shall calculate the Fair Value based on a reasonable estimation.

2.1.36. Method of Valuation - the final price (close price) recorded on a given trading day at the regulated exchange at which the Financial Instrument is traded. If the close price is not available, the Bank shall calculate the Method of Valuation based on a reasonable estimation;

2.1.37. Authorized Person of the Client (representative) - Any representative of the Client who has been duly authorized by the Client through an appropriate power of attorney, executed in a manner acceptable to the Bank.

2.1.38. Personal Banking Services – Personal Banking services specifically defined under the terms and conditions of banking service for individuals.

2.1.39. Person - any natural person, partnership, banking institution, joint venture, firm, corporation, company, association, trust, or other legal entity, as well as any governmental body or agency, department, or similar entity.

2.1.40. Funds – a) monetary assets deposited by the Client on his/her/its Brokerage Account in accordance with the terms set forth in the Agreement, for the purpose of buying Financial Instruments in accordance with the Client's instructions, prior to the execution of any Order/Brokerage Service related transaction by the Bank; and/or b) funds received by the Bank from Third Parties as a result of the sale of Financial Instruments executed by the Bank in accordance with the Client's Orders. The deposit and safekeeping/retention of Funds transferred and/or received by the Bank in this manner shall be conducted separately from the Bank's own assets.

2.1.41. Web-page – Web-page(s) owned by the Bank, including without limitation libertybank.ge

Fees Rates determined by the Bank, which has been disclosed on the Bank's official web-site at www.libertybank.ge;

3.1.4. The execution of the operation(s)/Order(s) provided for present Terms And Conditions will not violate the terms of any other agreement(s) or other obligation(s) of the Client (if any) or any kind of law, regulation, rule, decree, court decision, order, directive, court regulation or any restriction imposed by a government, governmental or regulatory authority, judicial or arbitral authority, which the Client is responsible to comply with. The performance of the Operation/Order determined under the terms of this Agreement will not contradict or violate any agreement, contract, license or other agreement to which the Client is a Party;

3.1.5. The Client is neither involved in nor threatened with such legal proceedings, which as a result may have a negative impact on his/her/its financial conditions or activities and/or the ability to fulfill the terms of the Agreement and/or other contract concluded with the Bank;

3.1.6. As of the moment of executing/signing the Agreement and/or any other contract concluded with the Bank and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, violation of which may have adverse effect on carrying out the obligations assumed by the Client under the Agreement and/or any other contract concluded with the Bank;

3.1.7. As of the moment of executing/signing the Agreement and/or any other contract concluded with the Bank and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, violation of which may cause material or other damage/loss to the Bank and will protect the Bank from such damage/loss.

3.1.8. For the entire period of the conclusion and validity of this Agreement and/or any other agreement/contract executed with the Bank, he/she/it shall not take any actions that may cause any kind of damage/loss to the Bank, and in the event of such a result, the Client acknowledges and authorizes the Bank to use the measures specified by the Legislation and/or this Agreement.

3.1.9. As of the moment of executing/signing the Agreement and/or any other agreement(s) concluded with the Bank and for their entire effective term, he/she/it has not violated or will not be in violation of local and/or international laws (administrative, criminal, etc), including but not limited to: money laundering, terrorism, drug abuse, crime against public security, crime against cultural heritage, crime against the rule(s) of using natural resources and environmental protection, crime against human rights and freedoms, crime against public health and public morality, crime against entrepreneurial or other economic activities and infringement of the monetary and credit system.

3.1.10. Is not subject to any sanction and/or restriction/prohibition (as amended from time to time) required by the Sanctioning Authority.

3.1.11. His/her/its actions are/will not be intended to cheat the Bank. Taking into account this principle, the document and/or information submitted by him/her/it to the Bank for the purpose of execution and/or implementation of the Agreement and/or any other agreement concluded with the Bank, at the moment of submission, is/will be true, correct and complete. In addition, he/she/it is aware that submission of false documents and/or information, or a failure to use special-purpose loans for their intended purpose is forbidden according to the Legislation;

3.1.12. Has not directly or indirectly paid or received (or has been involved in any deal which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe or compensation which may be related to the Agreement and/or any other agreement concluded with the Bank.

3.1.13. The consent given by the Client in electronic form (for example, consent via verified Email/Indicated Email and/or any other action that clearly expresses the Client's will) or any agreement executed between the Parties in electronic form (including, unequivocally, expressing will/consent in an electronic form) has the legal power equivalent to a material document (equals to a personal signature on a material document).

3.1.14. In the due course of making any decision in relation to the Order and/or Transaction, she/he/it will rely only on her/his/its own knowledge/expertise and experience;

3.1.15. The Client agrees the information prescribed under this Agreement and/or the Additional Agreement or any other information to be provided to her/him/it by Email (Verified Email/Indicated Email) by the Bank or published by the Bank on its Web-site, including in English language.

3.1.16. The Bank may not be able to fully and duly execute the Client's Order and the Bank shall not be responsible for non-execution of the Order by any reason that falls beyond its control;

3.1.17. The Client acknowledges that executing the Order on behalf of the Client may result in a loss or profit for the Client. Furthermore, the Bank shall not be responsible for the outcome of the Order that is executed by the Bank under this Agreement and/or the additional agreement;

3.1.18. The Client acknowledges that the Services set forth under this Agreement and/or the additional agreement, including investments in the Financial Instruments are deemed as a high-risk investments and require certain assumptions which may lead to the restriction/decrease of the return on investment (ROI) and/or other unfavorable outcome for the Client. The Bank is not responsible for these outcomes as a result of provision of the Services;

3.1.19. The Client acknowledges that trading with margin products (including but not limited to CFDs, Futures and Options) is associated with high risks due to speculative and/or unstable markets and their leverage. Trading with these or other similar products may result in decreasing funds available on the Client's Account. In addition the Client understands and is aware that the Bank is not responsible for the results of such Services. The Client is aware that the negative cash balance on the Brokerage Account is his/her/its liability towards the Bank. In case of negative cash balance, the Client shall immediately transfer funds to the Brokerage Account in the amount sufficient to cover the liability;

3. Client's Representations and Warranties

3.1. By expressing his/her/its consent to the Application and/or using the Services provided for in present Terms and Conditions, the Client declares his/her/its consent that:

3.1.1. The Client has full authority (or will obtain respective authority) to sign or otherwise agree to and perform the obligations under this Agreement or any other agreement(s) and/or Application;

3.1.2. The information submitted by the Client to the Bank in the form of the Application or in any other form is accurate, correct and complete;

3.1.3. The Client has read, is aware of and consents to the banking service terms and conditions for individuals or legal entities (depending on the Client's status) and any annex/

3.1.20. The Client's representations and warranties are effective until full and proper performance of the obligations assumed by the Parties under the Agreement and/or any other agreement executed with the Bank, despite full or partial termination of the Agreement and/or other agreement executed with the Bank.

3.1.21. The Client acknowledges that due to the delays inherent to the communications, also due to the absence of a real-time price quotation, the Order may be executed at a worse price than visible to the Client (including if the Order of another Client has already occupied the whole volume with the specified quotation, or if the quotation is being updated at the time Client's Order is being processed), especially if the Client uses the market orders; The Client understands and is aware of the warnings related to the relevant risks. The Bank is not responsible for the results of such Services;

3.1.22. The Client has sufficient knowledge and experience in financial and business matters, as well as in Order-related issues provided to the Bank under the scope of Brokerage Services. The Client is capable of assessing the essence, risks, and suitability of the Transaction based on their financial circumstances. The Client acknowledges and agrees that he/she/it is aware of, understands and is able to assume the risks associated with the transaction. The Client confirms that he/she/it has sufficient access to information and has consulted with its own legal, tax, business, investment, financial advisors, and accountants to the extent the Client deems necessary. The decision to enter into the transaction is/will be made based on the Client's own decision, relying on such consultants' advice rather than any opinion expressed by the Bank.

3.1.23. The Client acknowledges that the information/data and/or documents provided by the Bank to the Client under this Agreement and/or the additional agreement and/or published on the Website shall not be construed as an offer, recommendation, any type of advice or an investment sale or purchase offer (regardless the credibility of the source of information) and shall be made only for the informational and/or marketing purposes;

3.2. The Client shall make every effort to ensure that his/her/its affiliates (including without limitation Representative(s)) do not, take any action that would result in a breach of the representations and warranties contained herein during the entire term of this Agreement.

3.3. After the entry into force of this Agreement, the Client shall immediately notify the Bank in writing of such circumstances that may lead to a violation of the representations and warranties contained in this Agreement or contradict the aforementioned statements.

3.4. Client will immediately inform the Bank on any changes and/or amendments to the information (including in the Application) submitted to the Bank, including the change of the persons, who are entitled to manage Client's Verified Email/Indicated Email, or to receive information on the Accounts (if any). The Client should provide the respective documents in the form and manner acceptable to the Bank. Prior to the receipt of the notice and relevant supporting documents, the Bank may execute the Orders and conduct Transactions on the basis of the documents and signature samples submitted to it prior to receipt of the notice on changes.

3.5. The Client shall submit any information and/or document(s) to the Bank requested under this Agreement and/or Additional Agreement and/or Legislation.

3.6. Upon request of the Bank, the Client shall immediately submit signed original document(s) or its/their duly certified copy/copies related to the Order foreseen under present Terms and Conditions and/or the Agreement constituent documents. In addition, the Client shall be responsible for the authenticity, accuracy and legality of the presented and submitted documents.

3.7. The Client shall verify the contents of each document, including the documents that are electronically sent to the Client by the Bank. The Client shall not consider the negotiations related to the Order completed and binding upon the Bank, until the receipt of the Order confirmation from the Bank.

3.8. The Client is fully aware of the risk set out in Article 3.1.16-3.1.23 and intends to receive the Brokerage Services.

3.9. In the event of a breach of the aforementioned representations and warranties (without limiting the Bank's right to claim damages resulting from such breach of warranties), if the Client fails to remedy the breach within 10 (ten) Banking Days after receiving notice of the breach, the Client agrees to indemnify the Bank and the Bank harmless from any loss (which includes - without limitation - consequential damages), claims, costs (which includes - without limitation - the costs incurred by the Bank in exercising its rights) of legal proceedings and any other liability that may arise as a result of such breach. To ensure the purposes of this clause are achieved, the Client acknowledges and agrees to the Bank's right to block/close any of the Client's accounts, including the Brokerage Account, to block/debit funds from any of the Client's accounts, including the Brokerage Account, and use these funds to cover liabilities owed to the Bank or Third Parties (if any).

Part II

4. Terms of the Service

4.1. Subject to the terms of this Agreement, in compliance with the Client's Order, the Bank, by taking reasonable efforts, may render the following Brokerage Service(s) to the Client:

4.1.1. The Bank may provide Service related to the purchase/sell of the Financial Instrument(s). For this reason, subject to reasonable effort, may:

4.1.1.1. Ensure the purchase of the Financial Instrument(s) indicated in the Order.

4.1.1.2. Ensure the accounting/registration of purchased Financial Instruments in accordance with the applicable Legislation.

4.1.1.3. Ensure the sale, alienation in another form and/or transfer to other persons of the Financial Instruments according to the Client's Order.

4.1.1.4. Determine, within its sole discretion, the counterparty of the Transaction and/or operation to be conducted on the basis of the Order, except when the Order is sent via the Trading Platform;

4.1.1.5. Execute the Transactions/operations on its own behalf. If there is no contradicting Order from the Client, allocate any Funds (including the funds received from the third persons, an income earned from the sale of Financial Instruments, interest, dividends, etc.) received by the Bank on the Client's Brokerage Account.

4.2. The Bank may render the custody services to the Client, in compliance with the following terms:

4.2.1. The Client, as a beneficial owner of the Financial Instruments, agrees that the Financial Instruments to be registered either on the Individual Segregated Account or Omnibus Segregated Account and/or under the name of the Bank as a provider of custody services at an appropriate depository and/or at the clearing and custodian entity (custodian) of the Financial Instruments, selected by the Bank within its sole discretion;

4.2.2. Upon the Client's request, all dividends, coupons (interest) and/or other Funds received in relation to Client's Financial Instruments (if any), shall be placed by the Bank on the Account within the reasonable period of time; In addition, the Bank may use those dividends and coupons (interest) for the fulfilment of the Client's Orders and/or the terms of this Agreement and/or the additional agreement.

4.2.3. The Bank may render Services related to Accounts of the Client, in compliance with the following terms: the Bank may send the Client a monthly Statement of the active Account(s) (which is not Inactive Account), no later than 10 (ten) calendar days as of the end of each month; Upon the Client's request, the Bank may send the Client additional excerpts. The Bank reserves the right to calculate the value of the Financial Instruments pursuant to the Method of Valuation if the Financial Instruments are available on the Client's Account;

4.2.4. In the event of an Inactive Account status, the Bank may close the Account without prior notification to the Client.

4.2.5. In the event of zero balance or insufficient Funds for the provision of Brokerage Services during the period of 6 (six) months, the Bank may, within its sole discretion, suspend the Brokerage Services outlined in these Terms and Conditions and/or the document constituting the Agreement, until the respective Funds are deposited into the Client's Account.

4.3. The Bank may, within its sole discretion and considering the specifics of the Transaction, appoint agent(s) for the purposes of trading, custody, accounting, and registration of Financial Instrument(s). The Bank may transfer the functions/responsibilities imposed by any other constitutive documents to such agents without requiring prior or subsequent consent from the Client. For the avoidance of doubt, any such transfer shall not be construed as a waiver of the Bank's rights under these Terms and Conditions and/or any other document constituting the Agreement.

4.4. The Bank will execute the Order in accordance with the Terms and Conditions solely upon confirming the receipt of the specific Order and agreeing, within its sole discretion, to proceed with the execution.

4.5. Terms of the providing the Service:

4.5.1. The Client expresses intent to receive a specific Brokerage Service by submitting the Order outlined in clause 2.1.10 of these Terms and Conditions in a form acceptable to the Bank. The Order shall be submitted to the Bank through the following channel(s):

4.5.1.1. Verified Email - for Individual(s);

4.5.1.2. Indicated Email - for Legal entity(ies);

4.5.1.3. Internet Banking - For individual(s) with Personal Banking Services.

4.5.2. The Order submitted by the Client shall contain, at least, the Mandatory Requisites specified in clause 2.1.11 of these Terms and Conditions.

4.5.3. Upon the Client's fulfillment of the conditions specified in the Terms and Conditions, Agreement, and/or any related documents, the Bank may prepare and deliver an Order receipt confirmation to the Client within one (1) business day following the day the Bank received the Order;

4.5.4. Considering clause 4.5.2 of these Terms and Conditions, and provided that sufficient Funds are credited on the Client's Account, the Bank will commence execution of the Client's Order. In the absence of sufficient Funds on the Client's Account, the Bank shall be released from its obligation to execute the Order.

4.5.5. The Bank sends Transaction Confirmation to the Client no later than one (1) business day following the completion of the Order and the corresponding settlement.

4.5.6. In case of an error or discrepancy in the Statement(s), Transaction Confirmations, and/or other information received from the Bank, the Client is shall immediately notify the Bank. If the Client does not inform the Bank of any inaccuracies within three (3) Business days, the Client shall be considered to have waived the respective right to contest the error or discrepancy, and such information shall be deemed accurate.

4.5.7. The Bank will maintain accurate records of the Execution of the Client's Order(s).

4.5.8. In accordance with these Terms and Conditions or other documents constituting the Agreement, the Bank will review the Client's Order received during non-working hours or days as having been received on the next Business Day. For the purposes of this clause, working hours are defined as the period of a Business Day from 10:00 to 18:00.

4.6. The Bank may:

4.6.1. Block/close the Client's Account, block/debit funds on any of the Client's Account and/or other accounts held at the Bank in order to secure the fulfillment of the liability(ies) assumed by the Client under the Agreement (including the representations and warranties contained in the Article 3 of the Agreement) and/or any other contract(s) with the Bank (including the liabilities assumed under the credit and/or collateral

agreements) or in case of non-fulfillment and/or improper fulfillment of the liabilities by the Client;

4.6.2. Block/close/debit Client's any account with the Bank, including Brokerage Account and/or suspend Transaction(s), for the protection of the Bank's/Bank's other client's and/or Third Parties interests, if the Bank suspects/becomes aware that:

4.6.2.1. The Client violates the Legislation of Georgia or any other country (including provisions of the law on prevention of money laundering and financing of terrorism);

4.6.2.2. The Client, any person acting on behalf of the Client and/or any person that, in the Bank's view, has personal, family and/or business connection with the Client is/are the person(s) sanctioned by the Sanctioning Authority and/or there is a threat that they may appear in the list of sanctioned persons;

4.6.2.3. The Client has a business relationship with a person, which (including member(s) of its founding structure, executive(s), beneficial owner(s), person(s) acting on its behalf and/or other related person(s)) is/are the person(s) sanctioned by the Sanctioning Authority and/or there is a threat that they may appear in the list of sanctioned persons;

4.6.2.4. Any action of the Client may result in violation of the rules defined by the internal procedures and/or policies of the Bank and as a result material or any kind of damage/loss to may be inflicted to the Bank;

4.6.2.5. The Funds may become disputed between the Client and Third Parties, which may cause damage/loss to the Bank.

4.6.3. Act in accordance with the sanction(s) imposed by the Sanctioning Authority (including in the cases, where the decision(s)/instruction(s) is/are not binding for the Bank) and take any and all action(s) defined by the Sanctioning Authority and/or provided/required by the relevant sanction. Performance of the action(s) prescribed in the present paragraph will not constitute the Bank's breach of the Terms and Conditions and shall not result in the Bank's liability towards the Client;

4.6.4. Suspend/restrict any or all of the Client's Transaction(s)/Order at its sole discretion, if according to the Bank's judgment, there is a risk, that execution of such Transaction(s)/Order(s) may result in the violation of any decision(s)/instruction(s)/recommendation(s) of the Sanctioning Authority, including in cases where such decision(s)/instruction(s)/recommendation(s) is/are not binding for the Bank;

4.6.5. Implement enhanced preventive measures to identify the Client, the person(s) acting on behalf of the Client and/or the person(s) related to the Client and to verify their identity through reliable and independent sources. Additionally, the Bank will determine the purpose and intended nature of specific Transaction(s)/Order(s) at its sole discretion. For this purpose, the Bank is authorized, at its discretion, to obtain from the Client and/or any Third Party(ies) and/or disclose to the relevant Third Parties (including without limitation

supervisory/controlling body) any information/documentation related to the Client, the person(s) acting on behalf of the Client and/or the person(s) related to the Client and/or related to the Transaction(s)/Order(s) initiated by/for the benefit of the Client;

4.6.6. Suspend the execution of specific Transaction(s)/Order(s) and/or block/close the Client's account(s), including Brokerage Account, at its sole discretion, if the completion of such Transaction(s)/Order(s) and/or providing service to the Client may pose a risk or hinder the Bank's business relationship with other financial institution(s), payment system(s), payment service provider(s), regulatory/controlling authority(ies) and/or other partner(s)/contractor(s)/supervisor(s) of the Bank;

4.6.7. Suspend the execution of specific Transaction(s)/Order(s) and/or block or close the Client's account(s), including Brokerage Account, at its sole discretion, if, due to any decision by the Sanctioning Authority (including instances where such decision(s), instruction(s), or recommendation(s) are not binding for the Bank), the Bank is unable to receive, process, or execute the Transaction(s)/Order(s) initiated by or for the benefit of the Client, and/or provide Brokerage Services to the Client.

4.6.8. Deduct all amounts due, including but not limited to commission fees set by the Bank, taxes, erroneously credited funds, and compensation for damages or losses (as determined by the Bank and/or under applicable Legislation), without the Client's prior consent, from any of the Client's accounts, including the Brokerage Account, held with the Bank, and apply such amounts for the reduction or settlement of the Client's liabilities to the Bank and/or Third Parties;

4.6.9. The Client remains accountable for all Transactions/Orders executed on the Account, both prior to and following its closure.

4.7. Refusal to accept Funds. The Bank may at its sole discretion and/or based on grounds established by the Legislation, decline any Fund(s) into the account and/or close the Account.

4.8. Refusal to withdraw/transfer the Funds. The Bank may, at its sole discretion and/or based on grounds established by the Legislation, decline the Client's request to withdraw/transfer Funds from the Brokerage Account to the current account.

4.9. Upon the Client's request to open a new Account or to re-open/reactivate a previously closed Account, the Bank may at its sole discretion, either decline the request or approve it only (a) after the complete settlement of the Client's outstanding obligations to the Bank and/or (b) by applying the restrictions/obligations from the old Account to the newly opened Account.

Part III

5. Brokerage Service Tariffs

5.1. Financial relationship between the Client and the Bank is fully regulated by the Tariffs established by the Bank.

5.2. The Client shall pay the commission to the Bank when using any of the Service determined in the Terms and Conditions, in accordance with the Tariffs established by the Bank at the time of such use.

5.3. The Client shall deposit the Fee for the Services, rendered and/or to be rendered under this Agreement and the Additional Agreement, for the expenses/costs related to the Order and any additional payments (if any) on the Brokerage Account in advance in accordance with the rules established by the Bank.

5.4. The Bank may unilaterally change the applicable Tariffs. In case of changes in the Tariffs set by the Bank, the Client will be notified in advance through the Client's Verified Email/Indicated Email.

5.5. The Bank may debit the Service Fees from the Client's Brokerage Account and/or Client's other account(s) opened in the Bank.

5.6. Brokerage Service Fee will be collected from the Client's Brokerage Account and/or Client's other account(s) opened in the Bank, including through currency conversion, in accordance with the Bank's commercial exchange rate on the day of conversion.

5.7. Non-payment of any service Fee by the Client entitles and authorizes the Bank to suspend or terminate Services determined by these Terms and Conditions.

5.8. In the event that the Client has an outstanding debt to the Bank, the repayment shall be made in accordance with the sequence determined by the Bank;

5.9. The Client shall pay any and all expenses (if any) related to the conclusion, certification, registration, execution and termination of this Agreement and/or the additional Agreement(s).

5.10. For the purpose of fulfillment of the Client's obligations (including the obligations undertaken before the Third Party with respect to the Order), the Bank may, within its sole discretion, without the Client's prior or subsequent consent (without acceptance), debit the funds from the Client's account and transfer such funds to any account appropriate for the execution of the Order.

5.11. In the event that sufficient funds are not available on the Client's account, the Client agrees and authorizes the Bank, to sell, within its sole discretion, the Financial Instruments credited on the Client's account without prior or subsequent consent from the Client. The funds generated from such disposal may be used to satisfy the Bank's claims under this Agreement and/or any Additional Agreement(s).

5.12. In case of cancelation, suspension and/or termination of any Brokerage Service provided under this Agreement and/or the additional agreement(s), the Fees paid by the Client to the Bank before such cancelation, suspension and/or termination shall not be reimbursed by the Bank.

6. Liabilities of the Parties

6.1. The Parties agree to indemnify each other for any damages (losses) incurred as a result of non-fulfillment or improper execution of the Agreement, in accordance with applicable Legislation and/or the terms of the Agreement.

6.2. In order to ensure full and timely fulfillment of the liabilities assumed by the Client under the Agreement, the Client gives his/her/its prior consent and full authority to the Bank, to make the following at its own discretion:

6.2.1. In case of non-fulfillment and/or improper fulfillment of obligations (including in the event of such a threat) by the Client under the Agreement and/or any other agreement(s) with the Bank (including but not limited to credit and/or collateral agreement(s)) block the Client's Account;

6.2.2. Without consent, collect all due payments from any type of Client's Bank account (including unequivocally the commission fees established by the Bank for the operations and account servicing, taxes/payments defined by the Legislation, erroneously credited amounts, loss/damage compensation amounts) and use respective funds to cover/reduce the Client's outstanding monetary obligations;

6.2.3. If the amount to be paid and the amount credited to the Account are in different currencies, the Bank may make currency conversion at its applicable commercial rate on the date of payment. The cost of the conversion service shall be debited from the Client's Account without Client's prior consent;

6.2.4. Net-off the Client's liabilities against any of the Bank's liabilities to the Client.

7. Limitation of Liability

7.1. Given that the Bank is acting on behalf of the Client in the provision of Brokerage Services, the Client agrees to indemnify and hold the Bank harmless from any and all damages, losses, legal expenses, claims, actions, or lawsuits arising from the Client or any Third Party. Furthermore, the Client shall indemnify and defend the Bank against any damage resulting from the use of the Brokerage Service, or from any operations conducted through the Brokerage service, including any claims, complaints, or applications submitted in relation to such activities. The Client acknowledges that these operations will be executed in accordance with the instructions and authorizations provided to the Bank under these Terms and Conditions, as well as any applicable special terms, agreements, contracts, or similar instruments. The Client further agrees and confirms that the indemnification obligations shall remain in full force and effect and be legally binding upon the Client, even in the event of the partial or complete termination of the Brokerage Service.

7.2. The Client acknowledges and agrees that he/she/it may be required to sign and execute additional indemnification agreements, statements or other similar

documents. Such additional agreements, statements and similar remedies shall be in addition to and shall not exclude the indemnification provisions herein.

7.3. Notwithstanding the terms of this Agreement, the Bank shall not be liable to the Client for any loss or damage arising directly or indirectly in connection with the Brokerage Services. The Bank's liability for any loss or damage, loss of profit, business, income or planned savings related to the Banking services specified in the agreement is also excluded.

7.4. The foregoing provisions on indemnification and limitation of liability shall also apply to the Bank's executive officers, directors, employees, representatives and agents, except in cases where the loss is caused by the negligence, willful misconduct or by breach of the terms of this Agreement (including without limitation violation of this terms) by the Bank or the above-mentioned persons.

7.5. When using Internet Banking or Mobile Banking for Brokerage Services, the Client bears full responsibility for all Orders submitted to the Bank after successfully completing the required security procedures, including when using a Verified or Indicated Email in any capacity. This entails responsibility for any assignment or errors arising from the completion of such assignment by a Third Party.

7.6. The Bank shall not be liable to the Client if: the Bank has not received the Order(s) provided by the Client; the Client provided incorrect or incomplete information to the Bank; a Third Party was involved in the Internet connection between the Client and the Bank.

7.7. The provisions set forth in this article shall remain in force notwithstanding the termination of Brokerage Services and shall continue to apply until the parties fully fulfill the obligations arising from the Agreement.

8. Taxes

8.1. The Client bears sole responsibility for submitting any tax applications to the relevant state or other authorities in accordance with these Terms and Conditions. Additionally, the Client is accountable for the payment of any outstanding taxes (including, without limitation, Value Added Tax), customs duties, and other charges that may be incurred in connection with the management of the account(s) or any Brokerage Services provided under this Agreement (collectively referred to as "tax liability"). In addition, the Bank shall be responsible for the payment of any taxes or liabilities associated with the commission amount received from the Client. If the Legislation permits the settlement of any obligation through withholding of funds, the Bank and/or any subsidiary or affiliated company shall pay at the Client's expense or debit the Client with respective amount, provided that the Bank sends the Client a corresponding notification. In the event that any tax or penalty is imposed on the Bank by Legislation due to the Client's tax liability, the Client shall promptly indemnify the Bank for all such liabilities, unless the imposition of such tax or penalty results from the negligence, indifference, or willful misconduct of any of the Bank's units.

8.2. The Bank shall adhere solely to the requirements established by Legislation of Georgia (including the Tax Code). In addition to the Legislation, the Client is responsible for complying with the legal requirements of any other relevant jurisdictions, including the laws of the country of which the Client is a citizen or in which the Client resides or conducts business.

9. Amendment of the Agreement

9.1. The Bank may at its sole discretion, unilaterally amend the terms of the Agreement by providing the Client with a notice at least one (1) month in advance. This obligation to provide prior notice does not apply under the following circumstances:

9.1.1. The amended service, including Tariffs determined under the Agreement are more favorable for the Client;

9.1.2. A new Service or remote Brokerage Service channel is added to the Agreement, which does not essentially replace and/or change the Services provided in the Agreement and/or conditions.

9.2. If the Client does not consent to the amendments made by the Bank, the Client shall provide written notification to the Bank prior to the changes taking effect; otherwise, it will be deemed that the Client agrees to the proposed implemented.

9.3. Should the Client refuse to accept the changes, she/he/it may request the immediate termination of the Agreement, and if such a request is not included in the Client's application, the Bank may terminate the Agreement effective from the date the amendments are implemented.

9.4. In the event of premature termination of the Agreement due to the circumstances specified in this article, the Bank is entitled to demand full repayment of any existing debt owed by the Client related to the Brokerage Services, as outlined in these Terms and Conditions. Furthermore, the Client shall not incur any penalty fees or additional charges for the early termination of the Agreement.

9.5. The Bank shall inform the Client of any changes to the Agreement, if necessary, by publishing the revised terms on the Bank's website at <http://libertyBank.ge>. The Client should periodically review the Bank's website to ensure awareness of any updates to the Terms and Conditions.

10. Validity Term and Termination of Agreement

10.1. These Terms and Conditions shall take effect upon the Client's completion of the relevant Application, including the electronic signing or acceptance thereof, followed by its submission to the Bank, which is to be accepted by the Bank. The Bank's acceptance will be confirmed by opening the Brokerage Account for the Client.

10.2. The Terms and Conditions are valid until its termination in accordance with the rules specified in these Terms and Conditions.

10.3. In the event that the Bank and/or the Client decide to terminate certain types of Brokerage Services, the termination agreement shall apply exclusively to the specified services.

10.4. Unless otherwise specified by these Terms and Conditions, including the Account closure paragraph, or by Legislation, the Bank may terminate the entire Agreement at any time. In such an event, the Bank shall provide the Client with a notice at least one (1) month prior to the termination of the Agreement.

10.5. If the Client breaches any material term of the Agreement, the Bank may refuse to provide services to the Client by sending a relevant notification, terminate the Agreement, close the Client's Account(s), cancel the Brokerage Services specified herein and request the Client to fully repay any outstanding debt to the Bank and/or terminate the Agreement.

10.6. In the event that the Client terminates the Brokerage Service Agreement with the Bank or closes the Account, the Bank may terminate any or all services specified in these Terms and Conditions for the Client.

10.7. The Client may terminate the Agreement at any time by providing the Bank with a written notice at least 1 (one) month in advance. Additionally, the Agreement may be terminated earlier than the term specified herein upon the Bank's consent.

10.8. If either Party decides to terminate the Agreement, the Client shall pay the Bank all the payable amounts due under the Agreement.

10.9. In case of termination of the Agreement, the payment of the Service Fees shall be made pro rata to the period of the Service provided, and if any regular/periodic fee determined by the Tariffs is paid in advance, the Bank will ensure the return of the overpaid amount to the Client.

10.10. If the termination of the Agreement is carried out by the Client before the expiration of 12 (twelve) months from the date of entry into force of the Agreement, the Bank may charge the Client with a monetary liability related to the termination of the Agreement, to the extent that the charged amount does not exceed the actual expenses incurred by the Bank as a result of the termination of the Agreement.

10.11. Notification to the Client regarding the termination of the Agreement, if necessary, shall be conducted through any form of communication specified in Article 12 of these Terms and Conditions.

11. Governing Law and Dispute Resolution

11.1. These Terms and Conditions shall be governed by and construed in accordance with the Legislation of Georgia.

11.2. Any dispute, objection, or claim arising out of or relating to these Terms or any breach thereof shall be resolved through negotiations between the Parties.

11.3. In the event that the dispute cannot be resolved through negotiation, the Parties shall submit the matter to the court having jurisdiction in accordance with the legal address of the Bank.

11.4. The Client may submit a complaint regarding the fulfillment of the terms stipulated in this Agreement to the Bank, which shall have 30 calendar days to review the complaint.

12. Communication

12.1. The Bank may communicate with the Client in both written and verbal forms, whereas the Client shall communicate with the Bank exclusively in written form.

12.2. When communicating in written form, the notice shall be delivered to the Party to the contact details specified in the Agreement, in the Applications, and/or other agreement(s) with the Bank personally, by courier (including Verified Email/Indicated Email and/or court courier), e-mail, cellular communication (short text message), Internet Banking, Mobile-Bank and/or other means of communication subsequently determined by the Bank, taking into account that:

12.2.1. A notice sent by the Client to the Bank in person and/or via courier shall be considered delivered on the date of its registration in the Bank's chancellery. If the notice is sent to an email address, it shall be deemed delivered on the date the Bank sends a reply email confirming receipt to the Client.

12.2.2. A notice sent by the Bank to the Client via courier (including registered mail and/or court courier) shall be considered delivered on the day it is received by the Client. In the absence of confirmation of delivery, the notice shall be deemed delivered on the next calendar day following delivery to any person at the Client's address.

12.3. The notification sent by the Bank to the Client via e-mail (Verified Email/Indicated Email) is considered delivered on the day of receiving the confirmation from the Client's e-mail server (notification about registration in the addressee's e-mail), and in the absence of such a confirmation, on the next calendar day;

12.4. A notice sent by the Bank to the Client via cellular communication (such as a short text message), Internet Banking, Mobile Banking, or any other means of communication determined by the Bank shall be considered delivered on the day of sending. In the case of information published on the Bank's website, it shall be deemed delivered on the date of such publication.

12.5. If the Client fails to notify the Bank in advance of any changes to their contact information (including any details contained in the Agreement) and/or refuses to receive a notice sent under the Agreement—either directly or through a contact person—or if the notice cannot be delivered due to the Client's absence at the address on two consecutive occasions, any such notice sent by the Bank shall be considered submitted on the next calendar day following its transmission.

12.6. If the Client's contact information is not specified in the Agreement, or if the notice cannot be delivered to the addressee after two consecutive attempts, the Bank shall be entitled to inform the Client through public publication (whether in print, online, or in any other form). Such action shall not be considered a breach of personal data, and

this Agreement shall be deemed as the Client's consent to the processing of their data for this purpose and scope.

12.7. Communication between the Parties shall be conducted in the Georgian language, while the Bank is authorized to communicate with the Client in any other language acceptable to the Client.

12.8. The Bank is authorized to communicate with the Client for various purposes. Accordingly, notices intended for the Client (both written and oral) may include: (a) informational or transactional content (such as updates on operations performed on the Client's account, delivery of access codes, reminders of payment schedules, etc.); (b) contractual obligations (such as warnings regarding the outstanding debt or requests to fulfill obligations, etc.); (c) marketing communications (such as offers for new credit or products, etc.); and/or any content defined by Legislation.

12.9. When communicating with the Client, the Bank may use any contact information recorded in its records, whether obtained from the Client, from Third Parties with the Client's consent, or provided by the Client regarding Third Parties. The contact information of the Client and/or Third Parties recorded in the context of one contractual relationship (regardless of the validity of that agreement) may be used by the Bank to communicate with the same or another Client within the context of a different contractual relationship with the Bank, and vice versa.

12.10. The Client shall be responsible for any consequences that may arise from a breach of confidentiality in the use of contact data. If the Client does not wish for the Bank to use any specific contact information, the Client must submit a written request to the Bank.

12.10.1. Subject to the Terms and Conditions and procedures currently applicable at the Bank, the Client may rely on a verified Email/Indicated Email, for the purpose of confirming any document (including but not limited to Transactions) related to any operation, task, and/or service, as well as for initiating any other operation related the Brokerage Service, instead of a physical signature.

12.10.2. The Client shall promptly inform the Bank of cancellation of ownership, transfer, forgetting, unauthorized third-party access, and/or any other changes concerning the verified Email/Indicated Email that could impact the secure delivery of services by the Bank.

12.10.3. The Bank shall bear no responsibility for any consequences arising from the change, transfer, loss of access, unauthorized third-party involvement, or any similar event concerning the verified Email/Indicated Email.

13. Confidentiality and Personal Data Processing

13.1. The parties are obliged, both during the term of the Agreement and after the expiration of contractual relations, not to disclose and/or transfer Confidential Information to third party (ies).

13.2. The above limitation does not apply to information or disclosure of information: (a) which is/will be made public by law or which can be obtained from other sources; (b) if there is a consent to disclosure from the party providing the confidential information and/or agreement between the parties; (c) which will be disclosed by the Party (ies) in compliance with the requirements of the Legislation, including for the exercise of their rights in a court and/or which is disclosed as a result of satisfying the legal request of third party (ies).

13.3. General terms on Personal Data processing

The Client confirms and acknowledges that both during the period of using the Banking Services and after expiration of relevant contractual relations, the Bank, as the Data Controller, or based on the context of data processing - as the Data Processor and/or the joint Controller, may, in accordance with the purposes determined under the present Conditions process the information related to the Client, including the Client's Personal Data.

13.3.1. Data processing by the Bank, without any limitation, includes any action performed on the data, including obtaining, collecting, accessing, photographing, audio monitoring, video monitoring, organizing, storing, changing, restoring, requesting, blocking, deleting, destroying, using, or disclosing data (including information from the third party (ies) specified in these conditions) from the Client, from publicly available source(s), and/or from the third party (ies). Such actions may involve transmitting, publicizing, distributing, or otherwise making the information available.

13.3.2. Based on the context of Data Processing, in accordance with the purposes set under the present Conditions, the Bank and/or the Third Parties (including the Data Processors authorized by the Bank) shall process the information concerning the Client or/and third parties indicated by the Client which may include but not be limited to processing of the information determined in the relevant category (ies) (including Personal Data):

- (a) **Identification** – Client's name, surname, ID number, date of birth, signature specimen.
- (b) **Contact** – Client's registered (legal) and/or actual place of residence, Electronic email address, telephone/mobile number(s), and information about contact person (s).
- (c) **Financial** – Including, credit history, credit capacity, liabilities, payment schedule, arrears, payment arrears, penalties, administrative fines, your income, Data regarding the family members or other third parties who are financially dependent on the Client, property value and other assets, information related to insured products, financial products and services the Client has or had with the Bank.
- (d) **Transactional** - such as payment (Bank, e-wallet) account number, payment account statement, balance, deposits, withdrawals, transfers, other information related to the client's Account (s) and Transactions.

(e) **Technical** - information on the device the Client uses in the Bank's services and other technical details e.g. IP address, operating system, log records, etc.

(f) **Locational** - refers to the Data the Bank gets about where the Client is. For example, the information collected from Client's mobile device's location-aware features when the Client requests certain services that are dependent on the Client's physical location.

(g) **Audio-visual** - such as recordings of phone calls to/from our remote service centers and/or Bank's internal phone numbers, Video and Audio monitoring footage, visual images.

(h) **Usage related** - information on how the Client uses Bank's website(s), mobile app(s), products and services, including Client's feedback and survey responses.

(i) **Marketing** - includes Client's preferences in receiving marketing from the Bank and third parties and Client's communication preferences including information related to whether the Client has exercised Direct Marketing opt in/ opt out mechanisms.

(j) **Socio-Demographic** - details regarding the Client's citizenship, education, profession, work, family, etc, as well as language, gender, age, social status.

(k) **Interaction** - any information the Client communicates with the Bank whether face-to-face, by filling in physical forms, by phone, mail, and through other channels (including social media accounts Facebook, Instagram, LinkedIn, etc).

(l) **Registries and Open Data** - refers to the information registered in different databases, as well as Data about the Client that is in public records (such as the National Agency of Public Registry LEPL), and information about the Client that is openly available on the internet or otherwise.

(m) **Special categories of Personal Data** - for instance, it may include information regarding the Client's criminal record, health, biometric Data, such as facial image, etc. The Bank will seek the Client's explicit consent to collect such Personal Data unless the law permits the Bank to process this type of Data without the Client's consent.

(n) **Know Your Customer" (KYC)** -Information processed as part of customer due diligence for the purpose of preventing fraudulent behavior, assessing risks with a risk-based approach, as well as combating money laundering, terrorist financing and tax fraud.

(o) **Contractual** - details about the products or services the Bank provide to the Client.

(p) **Documentary Data** - details about the Client that are stored in documents in different formats, or copies of them, for example, the Client's passport, driving license, birth certificate, vehicle license, extracts, etc

(q) Any other type of Data related to the Data Subject which enables to identify and/or characterize and/or group the Data subject by his/her physical, economic, cultural or social qualities or by using transactional and other type of Data in accordance with this Policy.

13.3.3. Data processing by the Bank in the remote and/or electronic channels (including, without any limitation, web-browser, the Bank's website, Digital Banking, the Bank's mobile applications, LB PAY devices, ATMs and/or other technical means and channels for data transfer and receipt) shall also include recording the Client's activities (for example, identification of the Client's location while using electronic channel, description and analysis of the Data indicated in the search engine, record and analysis of the frequency of Product choice and/or any other statistics) and use of other information (such as the contact information of the Client and/or the third parties) indicated by the Client.

13.3.4. If the Client is also an official, representative, an authorized spokesperson of the Bank's client legal entity or is in any other way related to that legal entity, the Bank is authorized to process and use the Client's Personal Data as information related to the abovementioned legal entity and to process Client's Personal Data for the fulfillment of Bank's statutory duties, defend Bank's legitimate interests, as well as for the purposes of providing services to the aforementioned legal entity and/or carrying out Direct Marketing.

13.4. **Copyright:** The Client agrees that the information (printed, audio and video) provided by the Client through the Bank's web-site, Digital Bank, mobile applications and other electronic channels, unless such information belongs to the Client's Personal Data, shall be considered the Bank's property and the Bank shall obtain full copyright on information as of the moment the Client has provided such information.

13.5. **Legal grounds for Personal Data processing:** The Client acknowledges that both during the period of using the Banking Services and after expiration of relevant contractual relations, Bank processes information (including Personal Data) related to the Client or/and the third person(s) indicated by the Client based on at least one of the following grounds:

- 13.5.1. Upon Client's consent to the processing of his/ her Personal Data for one or more specific purposes;
- 13.5.2. Upon Client's consent to the processing of his/ her Personal Data for one or more specific purposes;
- 13.5.3. To fulfill obligations arising from contract concluded with the Client or to conduct a contract at the Client's request;
- 13.5.4. To review the Client's Application and/or to provide Banking Services;
- 13.5.5. To protect Bank's and/or Third Parties' legal interests;
- 13.5.6. To fulfill obligations prescribed under the Legislation;
- 13.5.7. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;
- 13.5.8. In other cases prescribed by the Legislation.
- 13.6. If the Legislation requires the consent of the Client for the processing of data, such consent shall be deemed to be actively expressed via any electronic and/or non-electronic means under which the Client agrees to the relevant terms and conditions and which together with this application constitutes a single agreement. If the Client expresses his/her consent onto his/her Personal Data processing (including the consent on obtaining and further processing of the Client's Data stored at the LEPL Public Services

Development Agency and other relevant databases, consent to processing of personal data for Direct Marketing, etc.) by means of various remote service channels, digital, or electronic communication channels (ATM, fast payment terminal, Digital Bank, Bank's remote service center (inc. hotline), one-time SMS code sent to the Client's mobile phone number, etc.), such consent shall be deemed to have the same legal force as a document executed in writing, printed on paper, and confirmed by the Client's signature. In addition, the Client is aware that in the event of the withdrawal of the consent to relevant data processing, such withdrawal shall not affect the lawfulness of processing based on consent and shall not mean the cancellation of legal consequences arising before its withdrawal.

13.7. If the Client provides the Bank with information regarding third parties (for example, guarantor, family member(s), employer, contact person, etc.), including, without limitation, their Personal Data, solvency information, information about the assets, etc.(together as – Personal Data), the Client himself/herself is responsible for obtaining prior consents from respective persons to the processing of their Data by the Bank in accordance with the purposes and conditions set in the present Conditions and the Bank's Data Protection Policy. Therefore, the submission of such information to the Bank implies that the Client has obtained prior consent from these person(s), has ensured that the person is familiar and agrees with the present Conditions, as well as the data protection policy (ies) published at the Bank's website www.libertybank.ge, and the Bank will not be liable to additionally acquire any such consent. The Client shall be liable for any damage/loss the Bank may suffer due to nonfulfillment and/or improper fulfillment of the obligation prescribed under this paragraph. The Client shall compensate and hold the Bank harmless from all losses (including, without limitation, any consequential loss), claims, expenses (including, without limitation, expenses incurred by the Bank as a result of protecting its rights), judicial proceedings, and any other liabilities that may arise due to nonfulfillment of such obligation.

13.8. The Purpose of Data Processing

Based on the context of Data Processing, the Bank and/or the Third Parties determined under the present Conditions may perform Data Processing for various purposes, including without any limitation the following:

- 13.8.1. To provide Brokerage Services in full and complete manner;
- 13.8.2. To provide products and services, including through remote Banking/payment service channels/payment instruments (fast payment terminal, ATM, remote service center (inc. hotline), etc.) in order to ensure appropriate services/offers to the Client;
- 13.8.3. To identify/verify Client in the proper manner and to ensure periodic update of the data;
- 13.8.4. To effectively communicate with the Client, including ensuring an appropriate and timely investigation and response to his / her/its statements, appeals or complaints;
- 13.8.5. To provide Client related information, including Client's personal data and bank secrecy, to the prospective assignors and assignees, regulator, controlling body or regulatory authority in order to protect the legitimate interests of the Bank, Client and / or a Third Party, as well as in cases determined under the applicable Legislation and/ or the relevant contractual terms;
- 13.8.6. To create legal evidence;
- 13.8.7. To defend the legitimate interests of the Bank and ensure the enforcement of its legal rights, including in the event of non - timely and / or improper fulfilment of the obligation (s) imposed on the Client by the Bank;
- 13.8.8. To improve and develop Banking Services which implies analysing the information related to the Client including analysis of his/her credit history, statistical Data analysis, etc.
- 13.8.9. To ensure the use of VISA Concierge or other services requested by the Client;
- 13.8.10. To prepare and demonstrate various reports, researches and/or presentations;
- 13.8.11. To ensure and facilitate anti-money laundering and crime prevention services in order to prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;
- 13.8.12. To carry out Direct Marketing;
- 13.8.13. In any other event where the purpose of further data processing is compatible with the initial purpose;
- 13.8.14. For other legal purposes and/or in order to properly fulfil obligations prescribed under the Legislation.

13.9. Personal Data transfer to/request from Third Party(ies)

13.9.1. The Bank strictly protects the confidentiality of the information, related to the Client and the third parties (additional card holder, guarantor, contact person, etc.) indicated by him/her, including their personal data. With that, the Client acknowledges and declares his/her consent to the fact that in order for the Bank to perform statutory duties, protect its legal interests and to fully and properly service the Client, based on data processing contexts and purposes, the Bank is authorized to transfer data about the Client and/or the person(s) indicated by him/her to the Third Party (ies) listed in the present Conditions and/or obtain the said information from such Third Party (ies) to the extent necessary for the purposes defined by the present Conditions and/or the Legislation, including but not limited to:

13.9.1.1. Within the framework of provision of the banking services by the Bank, as well as within the framework of various services requested during the period of using banking services, the Bank, pursuant to the manner determined by the Legislation, shall have the right to repeatedly obtain and process Personal Data related to the Client from electronic database of Public Services Development Agency LEPL, where necessary including, but not limited to the Client's e-license contactless chip identifier (UiID) and a signature.

13.9.1.2. In order to provide exemplary Brokerage Services to the Client, execute Brokerage operations and Transactions, and ensure compliance with local and international regulations (including but not limited to anti-money laundering and counter-terrorism financing measures, as well as 'Know Your Customer' procedures) and

the legal interests of the Bank and/or third parties, the Bank is authorized to disclose the Client's personal data to the relevant brokerage company, brokerage service provider, and/or other authorized entities for protection purposes.

13.9.2. In addition to the above, the Client acknowledges, and declares his/her/its consent to the fact that for the purposes set forth in the present Conditions or defined by applicable Legislation, , without additional, prior or subsequent consent or acceptance from the Client, the Bank is authorized to transfer and / or obtain personal and/or banking information about the Client and / or the third parties indicated by him/her (including but not limited to account balances and / or debts, Transaction information, etc.) from the following types of the persons:

- (a)The Bank's partner companies, including various service suppliers both local and/or international with which Bank commercially cooperates and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (b)The Bank's contractors and/or corporate clients who use the Bank's payment services to receive payments from their customers (subscribers) (so-called billing);
- (c)Payment service provider(s) and those third parties who carry out the identification / verification procedures in accordance with the legislation of Georgia for the provision of banking / payment services by the Bank to the Client through remote banking / payment service channels / payment instruments (fast payment machine, ATM, etc.) and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (d)Public organizations, such as supervisory, independent, judicial, investigative and other institutions, state or local self-government bodies and legal entities established by them;
- (e) Anti-money laundering organizations/services (both in Georgia and abroad);
- (f) Problem asset management and/or collector organizations which provide collection services and/or purchase the right to claim (cession);
- (g) International and local payment service providers, including international and local remittance operators;
- (h) Professional organizations providing services to the Bank, such as external financial and legal advisors, auditing, research, advertising companies, etc in order to deliver consulting, research, marketing and other services and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (i) Insurance companies, for the purpose of obtaining relevant insurance services for the Client;
- (k) Postal companies in order to deliver relevant correspondence to the Client;
- (g)Related third parties, subsidiary companies, affiliated parties and other partners;
- (l)Third parties to whom the Bank may sell, transfer or merge part of its business or assets;
- (m) International financial institutions in order for the Bank to obtain financing;
- (n) Other persons with which data sharing is necessary to fulfill Bank's duties related to reporting, ensuring compliance with Legislation and/or the requirements of the agreement signed with the relevant person, as well as performing audit/monitoring and protecting Bank's legal interests.

13.9.3. The Client acknowledges and agrees that the list given in the present Conditions is not complete, exhaustive, and from time to time third party categories may change.

13.10. International transfer of Personal Data

13.10.1. The Client acknowledges and confirms that in the cases envisaged by the Legislation, including for the purposes of fraud and money laundering prevention, as well as for the purpose of fulfilling the contract/providing Brokerage Services to the Client, and/or to protect the legitimate interests of the Bank, without prior and/or additional consent of the Client, the Bank is authorized to transfer Client's Personal data outside of Georgia to the organization(s)/third party(ies) registered in a foreign country.

13.10.2. Depending on the purposes of data processing the Client's Personal Data may be transferred to the organization based/operating in a country with no adequate safeguards for personal data protection as defined by the relevant normative act of the head of the personal data protection service of Georgia/its successor.

13.10.3. The Client is aware that the possible risks of data sharing in countries without adequate safeguards for personal data protection may be related but not be limited to the absence of local supervisory authority, and no (or only limited) individual data protection and privacy rights. In some of these countries the privacy and data protection laws and rules on when data may be accessed may differ from those in Georgia. In such a case, the Bank ensures the agreement on the Personal Data transfer and/or other activities are at place, which defines the obligations of the receiving party to ensure the protection of the Client's personal data in accordance with the requirements stipulated by the Legislation.

13.11. Direct Marketing

The Client declares consent and confirms that the Bank is authorized to independently as well as through Data Processor and/or other authorized/related party(ies), process Client's identification, contact, financial and other personal data for the purpose of directly offering and providing Client with information about Banking, including credit, products, services, promotions, etc. through telephone, mail, email, digital bank and/or

without limitation, through any other electronic means (Direct Marketing) in accordance with the Bank's Data Protection Policy.

13.11.1. The Client has the right at any time to request the termination of data processing for direct marketing through telephone, digital bank, mail, email and/or other electronic means using the same form/channel through which direct marketing is carried out, as well as by contacting Bank's service center and/or a hotline (0 322 55 55 00) or by any other form agreed between the Parties and/or prescribed under the applicable Legislation. However, the Client is aware, that in the absence of a consent to Direct Marketing, Bank will be unable to offer the Client customized services / products under the above conditions.

13.11.2. For the avoidance of any doubts, direct marketing shall not be deemed as and, correspondingly, the Client shall not be entitled to demand cessation thereof, receiving product, service, etc related information (e.g. advertising banner, flyer, oral offer, etc.) if such information is presented directly by the Bank and/or its representative at the points of banking service provision or in remote channels which belongs to (is associated with) the Bank (including ATM, digital bank, etc.).

13.11.3. The Bank is eligible to advertise/offer the Client the type of credit product/service, repayment source of which is linked to social assistance/pension if the Client has consented on such offering. In addition, the Client is aware that he/she has the right to withdraw the abovementioned application/consent at any time by applying to the Bank.

13.11.4. The Client is aware that upon a request to stop offers as a part of direct marketing, only communications of an advertising nature shall be terminated. Bank will further contact the Client using the contact data kept in the Bank, regarding the issues/obligations arising in the framework of the relationship between the Bank and the Client, including, taking into account the requirements of the Legislation, in order to inform the Client about credit overdue and any other type of debt, to provide information about changes in service/product conditions, deposit insurance, as well as to provide a response to the Client's statements or requests and to deliver other relevant information.

13.12. Video and audio monitoring

13.12.1. Based on the objectives of preventing, detecting/investigating crime, protecting public and personal safety and property, protecting secret (confidential) information and to perform other important tasks based on the Bank's legitimate interest (such as incident management and protection of customer rights, monitoring of processes, risk management, etc.), in compliance with the law of Georgia on Personal Data Protection, video and audio monitoring of the external and internal perimeter of the building(s), including meeting rooms, service spaces and workplace(s) is being carried out by the Bank. In addition, monitoring and/or taking photo image is also carried out in the Bank, its service center and/or facility(s) belonging to the Bank's partner organization(s) through an ATM and/or other relevant electronic means. During phone communication with the Bank/Bank's representative, the incoming and outgoing calls are being recorded/processed through the call recording system (audio monitoring) in order to enhance service performance, to review and respond to statements, complaints, to monitor compliance with the code of ethics and professional conduct standards, as well as to protect other legal interests of the Bank (including creating legal evidence). The Client acknowledges the necessity for video and audio monitoring and therefore confirms and consents to Bank's authority to process data in the mentioned form.

13.13. Data renewal, terms of processing and storage

13.13.1. During the validity of the Agreement, as well as after its termination, the Bank will process the information mentioned in present Conditions, including Personal Data, for the purposes specified in the Conditions and for the period necessary to achieve the purposes of data processing, to protect the legitimate interests of the Bank, and/or for a period of time that is requested by the regulator and/or is envisaged by the Legislation.

13.13.2. Processing of the data submitted by the Client through electronic channels (web-browser, the Bank's web-site, Digital Banking, mobile applications and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the Client. Such information shall also be stored by the Bank for the period necessary to achieve the purposes of data processing, to protect the legitimate interests of the Bank, and/or for a period of time that is requested by the regulator and/or is envisaged by the Legislation.

13.13.3. Upon Client's request(s), the Bank shall provide the information related to the Client's Personal Data in accordance within the framework established by the Legislation. The Bank may apply service fee for submission of such information unless free submission of information is determined under the Legislation.

13.13.4. The Client shall promptly inform the Bank in a written form if he/she considers that the information stored at the Bank is not accurate or complete. In no case will the Bank be responsible for any consequences caused by not getting such notification from the Client and processing of false, inaccurate and/or incomplete data.

13.13.5. Unless the applicable Legislation provides otherwise, the Client may not request the Bank to erase the Client's Personal Data accumulated at the Bank.

13.14. Additional terms of Personal Data Processing are outlined in the data protection policy (ies) available on the Bank's website www.libertybank.ge.

14.2. In the event that any article(s), paragraph(s), and/or sub-paragraph(s) of this Agreement are deemed invalid or void under applicable Legislation, the remaining provisions shall continue to remain in full legal force and effect.

14.3. The Client shall not assign, in whole or in part, any rights or obligations under this Agreement to Third Parties without the prior written consent of the Bank. Notwithstanding the foregoing, the Bank, at its sole discretion, may accept the performance of obligations from Third Parties without prejudice to the above provision.

14.4. The Bank may assign or transfer any rights and/or obligations set forth in these Terms and Conditions to Third Parties at any time. Furthermore, should the Bank exercise, or intend to exercise, the right specified in this paragraph, it may disclose Confidential Information regarding the Client and/or the Client's Bank Account to Third Parties without any limitations.

14.5. This Agreement shall be fully binding upon and applicable to the Parties, their employees, representatives, legal heirs, and successors.

14.6. This Agreement shall be governed by and interpreted in accordance with applicable Legislation. In matters not expressly provided for in this Agreement, the Parties shall be guided by the relevant legal norms regulating the applicable relationship under the Legislation and/or any additional terms mutually agreed upon. Furthermore, the Parties agree that the Bank's registered legal address shall be deemed the place of performance of this Agreement.

14.7. The Bank's failure to exercise its right(s) in the event of the Client's breach of obligations arising from this Agreement and/or applicable Legislation shall not be deemed a waiver of the Bank's right to enforce such claims. Moreover, any waiver by the Bank of such right(s) shall not be construed as a waiver of its right to assert claims in the event of any future breach of this Agreement and/or applicable Legislation.

14.8. The Article(s), Paragraph(s), and Sub-Paragraph(s) of this Agreement are numbered and bolded solely for ease of reference and comprehension. The use of bolded text is for convenience and shall not influence or affect the interpretation of the Agreement.

14.9. These Terms and Conditions shall supersede any prior agreement or contract between the Parties on the same subject matter.

14.10. This Agreement is executed in English language and the Terms and Conditions are available on the Bank's website: www.Libertybank.ge. Georgian version of this Agreement/Terms and Conditions, which shall prevail in case of any discrepancies between the languages, is also available on the Bank's Website: www.Libertybank.ge.

14. Final Provisions

14.1. The Client shall be required to submit any additional information and/or documentation requested by the Bank within the timeframe specified by the Bank.

Annex №1 – Brokerage Service Tariffs

Annex 1 Service Tariffs

	Equity	Fixed income and money market instruments
Purchase/sell	<ul style="list-style-type: none"> • Georgian Market- 1% of the Transaction amount; • USA/Canada- 1% of the Transaction amount, with a minimum of 12 USD or 12 CAD, respectively; • Great Britain- 1% of the Transaction amount, with a minimum of 15 GBP; • Continental Europe- 1% of the Transaction amount, with a minimum of 20 EUR; • Other markets- 1% of the Transaction amount, with a minimum of 12 USD equivalent. 	<ul style="list-style-type: none"> • 0,4% of the Transaction amount; • U.S Treasury bonds: <ul style="list-style-type: none"> - For amounts up to 500,000 - 0.2% of the Transaction amount. - For amounts over 500,000 - 0.1% of the Transaction amount.
Custody	0.2% of annual market value	0.1% of annual market value
Withdrawal of Assets	0.03%, with a minimum of 70 units in relevant currency for each ISIN	
Withdrawal of Funds	0.01% of the total withdrawal amount	