

Approved by "APRICOT CAPITAL"
Closed Joint Stock Company
Sole Shareholder decision on 22 January 2026
No. 22/01/2026-1
Executive Director Vachik Gevorgyan



APRICOT CAPITAL
CLOSED JOINT STOCK COMPANY

GENERAL TERMS
FOR THE PROVISION OF BROKERAGE (DEALER) AND CUSTODY SERVICES

YEREVAN 2026



CHAPTER 1. SUBJECT MATTER AND SCOPE

1.1. General Terms for the provision of Brokerage (Dealer) and Custody Services (hereinafter the “Terms” or “these Terms”) by “Apricot Capital” CJSC (hereinafter also referred to as “Apricot Capital” or “Broker”) is developed in accordance with the legislation regulating the provision of investment services in the Republic of Armenia, specifically in accordance with the Law of the Republic of Armenia "On the Securities Market" and other normative legal acts adopted on its basis, and governs the relations between Apricot Capital and the Client related to the provision of the following services (hereinafter referred to individually and collectively as the "Services"):

1.1.1. Brokerage services (hereinafter referred to as Brokerage services) in the securities market, as well as in the derivatives market, in particular:

- 1) acceptance of the Client's Orders regarding Transactions to be carried out at the Client's expense and transferring their execution to other persons,
- 2) execution of Transactions based on the Client's Orders, at the Client's expense but in its own name, including the conclusion of contracts/agreements aimed at exercising rights related to derivative financial instruments,
- 3) conclusion of securities transactions based on the Client's Orders at the Client's expense and on the name of the Client: moreover, Apricot Capital concludes transactions on the name of the Client in cases where, in Apricot Capital's opinion, concluding a transaction on the name of the Client provides the latter with the most favorable conditions and is permitted by the Trading Platform rules.

1.1.2. Services specified in Clause 1.1 of the Terms with insufficient coverage (margin), subject to approval by Apricot Capital and in the manner prescribed by Apricot Capital.

1.1.3. Custodial services and operations in accordance with the terms and procedures specified in these Terms.

1.1.4. Granting loans to Clients for the execution of transactions with Assets in accordance with the requirements of Chapter 6 of the Terms.

1.1.5. Other services/functions provided/performed by Apricot Capital in accordance with RA legislation and/or regulations adopted by the Central Bank of the RA.

1.2. Apricot Capital provides the Client with crypto-asset services as defined by the Law of the Republic of Armenia On Crypto-Assets, on the basis of the Agreement concluded with the Client and through the Client's Account in accordance with the requirements set forth in Apricot Capital's General Terms for the Provision of Crypto-Asset Services (hereinafter referred to as the “General Terms for the Provision of Crypto-asset Services”).

1.3. These Terms govern the Services provided to both professional and non-professional Clients.

1.4. The classification of the Client by Apricot Capital is performed in accordance with the procedure and timelines defined by the Regulation on Client Classification and Information Exchange.

CHAPTER 2. DEFINITIONS AND INTERPRETATION

2.1. The main concepts used in these Terms are:

- 1) **“Account”**: an account(s) opened in the name of the Client with Apricot Capital for the purpose of providing Services, which reflects the Assets belonging to the Client or to other persons registered in the Client’s name, the rights and restrictions related to the securities recorded in the Client’s account, income received from the securities, the terms for acceptance of securities registration and entries, beneficial owners as well as other information required by law;
- 2) **“Agent”**: person, through whose involvement and intermediary services Apricot Capital provides Services to the Client, including another custodian, a foreign custodian, or a registrar, with whom Apricot Capital holds a nominal holder account, where the Client’s Assets are recorded either in a consolidated or segregated manner;
- 3) **“Agreement”**: The Agreement for the Provision of Brokerage and Custody Services, concluded between the Client and Apricot Capital for the provision of Services, which includes as its integral parts these Terms, Tariffs, Regulation on Client Classification and Information Exchange, General Terms for the Provision of Crypto-asset Services and the Data Management Policy;
- 4) **“Asset”** : cash (in any currency) and/or securities and/or derivative financial instruments;
- 5) **“Buy/sell limit order”**: An Order from the Client to Apricot Capital for the purpose of buy/sell of an Asset with the condition that the purchase price does not exceed the predetermined price in the Order or, in the case of a sale, that the selling price does not fall below the specified level;
- 6) **“Buy/Sell Stop Order”**: an Order submitted by the Client to Apricot Capital that provides for the execution of the Order (buy/sale of the Asset) at the market price once the price of the given Asset, as quoted on the relevant TP, reaches the price specified in the Order. The actual execution price may differ from the price specified in the Order due to market fluctuations occurring before the actual transaction is concluded — either in the Client’s favor or to the Client’s disadvantage;
- 7) **“Buy/sell stop limit order”**: An Order submitted by the Client to Apricot Capital, comprising both a buy (sell) limit order at a one price and a buy (sell) stop order at another specified price. This order allows for execution exclusively on the relevant TP when the price of the specified Asset reaches the value indicated in the Order and, at the same, time contains:
 - In the case of purchase by the Client, establish the maximum transaction price,
 - In the case of sales by the Client, the establish the minimum transaction price;
- 8) **“Blocking of Securities”**: an Operation that results in the prohibition or restriction of securities transfers or sell in cases, procedures, and timeframes defined by the Terms and/or legislation;
- 9) **“Central Bank”**: Central Bank of the Republic of Armenia;
- 10) **“Client”**: A person who has signed an Agreement with Apricot Capital;
- 11) **“Cancellation (Redemption) of Securities”**: an operation carried out to remove securities from the Account, resulting from the cancellation of the issuance of the securities (which has been declared void) and in other cases, including in the event of redemption of the securities;

- 12) **"Closure of the Account"**: the entry of such records into the back office system of Apricot Capital that make it impossible to perform any Operation on that account, except for providing information;
- 13) **"Conversion of Securities"**: an operation carried out with the purpose of exchanging securities of one class recorded in the Account for securities of another class, in accordance with the conversion procedure established by the issuer;
- 14) **"Change of Information in the Account"** : the modification of the personal data of the Client as well as the Client's authorized representatives in Apricot Capital's database;
- 15) **"Data Management Policy"**: The Data Management Policy of Apricot Capital Which is approved by the Executive Director of Apricot Capital and constitutes an integral part of these Terms;
- 16) **"Dealer activity"**: Execution of securities transactions on behalf of Apricot Capital and at Apricot Capital's expense;
- 17) **"Derivative financial instrument"**: Instruments as defined in Part 3 of Article 3 of the RA Law on Securities Market, including financial contracts for differences (CFDs, as well as derivative financial instruments that meet the definition of "crypto-asset" established by the Law of the RA on Crypto-Assets;
- 18) **"Delivery versus Payment" or "DVP Transfer"**: a type of transfer of securities from one account to another, where the simultaneous transfer of securities and cash, which serve as the means of settlement for the securities and the DVP transfer, is executed in the respective accounts based on matching Instructions from the transferring and receiving parties for the transfer and receipt, respectively;
- 19) **"Essential terms of the transaction"**: the type of securities and the issuer (or its identification code), the type of the transaction (purchase, sale of a security, a transaction for the exercise of the Client's rights with a derivative financial transaction, subscription order, repo, reverse repo), the volume of order execution (number of securities), and the unit of buy/sale/execution price limits (if it is not Market order);
- 20) **"Foreign Custodian"**: a person authorized to perform securities custody activities outside the territory of the Republic of Armenia;
- 21) **"Free of Payment" or "FOP Transfer"**: a type of transfer of securities from one Custody Account to another, requiring matching Instructions from both the transferring and receiving parties for the transfer and receipt, respectively;
- 22) **"Fiduciary duty"**: the duty of Apricot Capital to act in the best interest of the Client, exercising good faith and reasonableness;
- 23) **"Initial margin"**: the product of the total transaction value and the margin, which is required to open a position;
- 24) **"Instruction"**: an instruction for the execution of Operations submitted by the Client to Apricot Capital;
- 25) **"Issuer"**: any person whose issued securities are the subject of Custody, as well as the Ministry

of Finance of the Republic of Armenia and the Central Bank;

26) **“Law”**: the Law on Securities market” of the Republic of Armenia;

27) **“Margin”**: the ratio of the Client's own assets to the total transaction amount, expressed as a percentage, when engaging in short sales of Assets or purchasing Assets without sufficient coverage;

28) **“Minimum margin”**: the amount resulting from the product of all the Client's open positions and the Margin, which is required to maintain the open positions.

29) **“Market Order”**: an Order given by the Client to Apricot Capital, that provides for the immediate execution of a buy and/or sell Order at the prevailing market price;

30) **“Message”**: submission, exchange of any information, notification, including information constituting an Order, which takes place within the framework of the Agreement concluded between the Client and Apricot Capital;

31) **“Nominee Holder”**: a person in whose name securities owned by other persons (nominee holders) are registered in the register of nominal securities holders, held in the Central Depository or with another custodian (including in a foreign custodian), without transferring ownership rights. A nominee holder may be a legal entity that has obtained a license for Custody activities, as well as foreign custodians who, in accordance with the laws and other legal acts of their country, are authorized to hold and manage securities accounts on behalf of other persons;

32) **“Opening of the Account”**: the entry of initial information about the Client into Apricot Capital’s back-office system, which enables the provision of brokerage and custody Service, as well as the services defined by the General Terms for the Provision of Crypto-assets services to the Client;

33) **“Operation”**: a custody operation carried out on the basis of a client's Instruction, information received from the Agent or a written request from other persons as defined by the legislation of the Republic of Armenia, in accordance with Regulation 33 'On Securities Custody Activities', approved by Decision No. 33-N of the Board of the Central Bank, dated 06.02.2007 (Regulation 33) and other applicable normative legal acts;

34) **“Open Account Module”**: the "Open Account" module of the website of Apricot Capital (www.apricotcapital.am), through which the conclusion of the Agreement between the Client and Apricot Capital, the opening of Accounts that comply with the Agreement and/or the Regulations are carried out;

35) **“Order”**: a document, electronic or voice Message submitted by the Client to Apricot Capital and serving as a basis for execution by Apricot Capital at the expense of the Client's Assets or transmission by the Apricot Capital to third parties, the purpose of which is the alienation or acquisition of an Asset by the Client, or the conclusion of a contract (agreement) involving derivative financial instruments;

36) **“Payment of Income from Securities”**: an Operation carried out by receiving income paid by the Issuer of certain securities and then distributing that income to the Clients who own the respective securities;

37) **“Position or open position”**: the balance of the Client's claims and obligations for each Asset, expressed in currency or securities, which is not equal to zero;

- 38) **“Regulation on Client classification and information exchange”**: Regulation on Client classification and information exchange of Apricot Capital which is an integral part of these Terms;
- 39) **“Risk Disclosure Statement”**: Apricot Capital’s statement of potential risks related to investment services;
- 40) **“Settlement”**: The fulfillment of the client's obligations resulting from a transaction executed based on an Order, and the acceptance of the transaction execution by the other party, as defined by the terms of the respective transaction;
- 41) **“Securities”** shall mean the securities defined by the Civil Code of the Republic of Armenia, as well as by other laws, including securities meeting the definition of ‘crypto-asset’ within the meaning the Law of the RA "On Crypto-assets";
- 42) **"Securities Safekeeping"**: the registration of rights over the Client's securities held in the nominee account opened by Apricot Capital with Agents, by making relevant record-keeping in the Account;
- 43) **"Simple Transfer"**: The transfer of securities from one account to another, where the recipient's confirmation or consent is not required;
- 44) **“Short sale”**: selling Assets without owning them;
- 45) **“System”**: a mobile application or "My Account" module (available via a link on the website www.apricotcapital.am) that functions as an electronic (network-based, internet) tool with an appropriate interface, having access to which Clients can submit Orders for the execution of transactions, receive information regarding their Orders, completed transactions, and other related data, as well as carry out communication and exchange of messages/information between the Client and Apricot Capital.
- 46) **"Split (Consolidation) of Securities"**: an operation carried out with the purpose of converting securities of a certain class into a greater (smaller) number of securities of the same class, thereby reducing (increasing) the nominal value of each security by the corresponding factor;
- 47) **“TP” (Trading Platform)**: any regulated market, organization, system, or other means established for the facilitation of trading in Assets. It operates in accordance with specific rules, providing the necessary mechanisms for the execution of transactions involving the purchase and sale of Assets, along with subsequent settlement;
- 48) **"Trading session"**: the period during which, in accordance with the rules of the TP, the trading of securities/Derivative financial instruments occurs on a given TP;
- 49) **“Transaction”**: a transaction involving the sale and/or purchase of an Asset which is conducted based on the Order submitted by the Client to Apricot Capital or as a result of the forced closure of positions in a Account, as specified in the Terms;
- 50) **“Transaction with insufficient coverage (Margin)”**: Transactions regarding which at the time of submitting the relevant order, the Client's account lacks the necessary Assets to fully meet obligations and Assets are provided to the Client, enabling the execution of the respective transaction;
- 51) **“Tariffs”**: the fees for Brokerage, asset management, custodial, and other related services

provided by Apricot Capital, which constitutes an integral part of the Agreement and/or any special rates mutually agreed upon with the Client, if applicable;

52) **"The registration of the collateral or other encumbrance on securities"**: the registration and cessation of collateral on securities and other third-party rights, as well as the entry of relevant information regarding the securities into the Apricot Capital's database;

53) **"Transfer of Securities"**: the transfer of securities based on the corresponding Instruction, to the Account held with Apricot Capital as well as to custody/securities account held with another custodian;

54) **"Termination of Securities Blocking"**: the entry of records regarding the removal of the Blocking of securities.

2.2. Concepts used in these Terms but not defined in Clause 2.1 of the Terms shall have the meanings assigned to them in the Law and other normative legal acts adopted based on it. In cases where no specific definition is provided, the interpretation of these concepts shall align with international business customs, unless a particular case clearly dictates otherwise.

2.3. Unless otherwise clearly follows from the specific context of any provision of these Terms, the principles of interpretation of its provisions are as follows:

2.3.1. A mention, citation, or reference to any document (including, but not limited to, the Agreement, Terms, Tariffs, Data Management Policy) implies acknowledgment of the current version of that document, encompassing all amendments and additions, unless explicitly stated otherwise in the mention, reference or citation;

2.3.2. Unless otherwise indicated, all references to individual clauses pertain to clauses within the Terms;

2.3.3. The names of the Term's chapters are indicative and do not impact the interpretation of their content;

2.3.4. Concepts defined in the singular number denote the plural number of the same, and vice versa, unless the specific application of the concept dictates otherwise;

2.3.5. A reference to any person also includes the person replacing them from time to time, their representative, and/or successor;

2.3.6. The use of the terms "this Agreement" and "Agreement" pertains to the Agreement, including the Terms, Tariffs, the Regulation on Client Classification and Information Exchange, General Terms for the Provision Crypto-assets services and the Data Management Policy.

2.3.7. The terms "hereby," "herein," "hereunder," and similar expressions used in the Terms refer to the clause containing the respective provision.

2.3.8. The word "including" and similar expressions shall be deemed to be followed by the words "but not limited to".

CHAPTER 3. GENERAL CONDITIONS OF SERVICE PROVISION

3.1. Apricot Capital provides Services to the Client on the basis of the Agreement signed with the Client and in accordance with the legislation of the RA, the procedures established by these Terms.

3.2. Apricot Capital is guided by the requirements of the Apricot Capital's Regulation on Exclusion and Prevention of Conflict of Interest in cases of conflicts of interest arising while providing Services to Clients.

3.3. Any transactions and instructions between Apricot Capital and the Client, as well as any information (including messages, documents, notices, extracts, statements), presentation, transfer, or exchange, including any communication related to any requirement arising from the Agreement/Terms or other matters (hereinafter collectively referred to as 'notice'), are carried out in accordance with the Regulation on Client classification and information exchange.

3.4. By using the System, the Client undertakes to comply with the Rules on the secure use of the System, which are approved by the Executive Director of Apricot Capital, form an integral part of these Terms, and are published on Apricot Capital's official website.

3.5. All confirmations, consents, notices, Instructions and Orders provided by the Client through the My Account module by providing two-step authentication/verification required to log into the System, including username and password matching, confirmation by the Client and/or email of the Client are considered duly submitted and identified by the Client, and the approvals, consents, notifications, Instructions and Orders received in such manner, as well as any other documents /including the Agreement/ have the same legal significance as if they were submitted by hand by the Client.

3.6. Apricot Capital performs the functions of the Client's tax agent in cases defined by the legislation of the Republic of Armenia. The Client hereby confirms that they are duly informed and agree that in cases where Apricot Capital is not the Client's tax agent, the Client assumes the risk of non-performance or improper performance of their tax obligations. Moreover, in the case of income derived from bond coupons issued in the Republic of Armenia, the issuer (or Apricot Capital, if the bonds are issued by Apricot Capital) is the tax agent in accordance with the regulations of Armenian legislation. Apricot Capital is not liable in any and all cases where income from securities issued outside the Republic of Armenia (foreign securities) has been or will be paid by the issuers of those securities with a deduction for taxes paid or payable on such income.

3.7. The conclusion of the Agreement, the opening of the Account and subsequent Client service are carried out in accordance with Apricot Capital's Anti-Money Laundering and Counter-Terrorist Financing procedure.

3.8. The conclusion of the Agreement and the opening of the account with Apricot Capital do not oblige the Client to immediately deposit securities into the Account.

3.9. While upholding its fiduciary duties toward the Client, Apricot Capital is authorized to use the services of third parties without the Client's consent when providing Services under this Agreement. In order to fulfill the Client's Orders, Apricot Capital has the right to involve other organizations,

including persons specialized in the securities market, as well as to use the services and TPs provided by other organizations in the international and local markets, if the Client's Order does not specify the specific intermediary with whom Apricot Capital has established a contractual relationship.

3.10. The Client acknowledges and agrees that, in the event of a negative balance in any currency on the Client's Brokerage Account, Apricot Capital is authorized, without prior notice to the Client, to offset such negative balance using a positive balance held by the Client in another currency. In such cases, the currency conversion shall be executed by Apricot Capital at the prevailing market rate, on terms as favorable to the Client as reasonably possible. Apricot Capital shall not be required to obtain the Client's prior consent for such conversions or transfers and shall not be liable for any potential losses incurred by the Client as a result of such actions, provided they are carried out in good faith and within the scope of the brokerage services.

The regulation set forth in this clause does not apply to the currency in which Apricot Capital has granted that particular Client under the Agreement the ability to execute transactions with insufficient coverage.

3.11. Apricot Capital serves as a processor of personal data in accordance with the RA Law "on Protection of Personal Data". The Client hereby provides their informed consent for Apricot Capital to process their personal data in accordance with Apricot Capital's Data Management Policy.

3.12. Any application or complaint from the Client related to the Services provided is reviewed in accordance with the procedure set out in Apricot Capital's Customer Complaint Handling Procedure.

3.13. The Client understands and agrees that the services provided under these Terms do not include the provision of investment advice, therefore, any information provided by Apricot Capital during the provision of Services shall not be considered a guarantee for the successful execution of an Order or Instruction, and the Client fully assumes the risk of non-execution or improper execution if such Order or Instruction is submitted based on that information.

CHAPTER 4. THE AGREEMENT CONCLUDED WITH THE CLIENT FOR THE PROVISION OF SERVICES

4.1. The sample Agreement form is approved by the executive director of Apricot Capital.

4.2. The Client may enter into the Agreement through any of the following methods:

- a) face-to-face, at the Apricot Capital office or at another location mutually agreed upon by the Parties,
- b) face-to-face contact, via video call,
- c) through the Open Account module.

The conditions and procedure for concluding the Agreement through the methods specified in this clause are defined by Apricot Capital's internal legal acts.

4.3. The Agreement is deemed concluded upon mutual signing by the Client and Apricot Capital.

4.4. Upon signing the Agreement, an Account is opened for the Client. The information about the

opening of the Account is presented to the Client through a reliable means of transmission of the information specified by the Client at the time of concluding the Agreement.

4.5. The opening, management, closure of Account for the Client, as well as the execution of operations with Account are carried out by entering information into the relevant fields of the Back office system.

CHAPTER 5. PROCEDURE FOR SUBMISSION OF ORDERS AND EXECUTION OF TRANSACTIONS

5.1. To conclude a transaction, the Client submits an Order to Apricot Capital, which must contain the essential terms of the Transaction. The Order also indicates the type of Order (market, limit, stop limit, etc.), as well as the terms of validity (to be executed) of the Order, expressed in days or until revocation. If the type of the Order is not specified, it is considered a Market order. If the validity period of the Order is not specified, it is valid until the end of the first trading session started at the time of submitting the Order for execution of the transaction or after that.

5.2. The basis for executing Transactions with the Client's Assets is an Order submitted in the form defined by Appendix 1 of these Terms, or an Order containing the essential terms of the Transaction, communicated to Apricot Capital in writing, by email specified in the Agreement, by other electronic communication network, by phone call, or submitted through the System. Moreover, the Client may change the email address specified in the Agreement for submitting Orders or add a new address, provided that a notice containing the new address is sent to Apricot Capital in advance, either in paper form or from the email address specified in the Agreement. Apricot Capital shall be entitled to rely on the fact that any Orders, Instructions, directions, or other actions submitted on behalf of the Client by the means specified in this clause have been made, in accordance with applicable legislation, by a duly authorized person of the Client, even if such actions were in fact performed by another person.

The Client acknowledges and agrees that not all of the means listed in this clause may be simultaneously available to the Client for the submission of an Order.

5.3. If the Client submits an Order via the System or other electronic communication means, confirmation of the Order's receipt by Apricot Capital can be achieved through a phone call. During this call, an authorized employee of Apricot Capital engages in a conversation with the Client, confirming or denying, within the same dialogue, the acceptance of the electronic Order to execute a transaction based on the essential terms provided by the Client. The specified fact may also be confirmed for the Client by the relevant email operator, in case the Client selects a return receipt option for the electronic messages sent; however, Apricot Capital bears no responsibility for the reliability of such confirmation.

5.4. Orders transmitted over the phone call are recorded by Apricot Capital and the Client hereby consents to the recording of his communications with Apricot Capital. When accepting an order by phone call, the employee of Apricot Capital has the right to ask the necessary questions to the person

making contact in order to verify the identity of that person, including asking for the Client's account number, the requisites of the Agreement and other questions necessary for the identification of the Client, and to accept the Order only if based on the answers received, the Client is identified.

5.5. When submitting the Order sent by phone call, the Client pronounces the conditions specified in clause 5.1 of the Terms, after which the authorized person of Apricot Capital repeats them, and the Client confirms the fact that the authorized representative of Apricot Capital correctly understands the conditions of the Order by pronouncing the words "I confirm".

5.6. The Client submits the Order to Apricot Capital in paper form in at least one copy signed and sealed (if the seal is available) by the Client and/or the person authorized to act on their behalf, which remains with Apricot Capital. The Client may, at their discretion, also present a second copy of the Order, requesting it to be returned to them with the note "the order is accepted".

5.7. Apricot Capital may take the following steps to identify the Client and/or the person acting on their behalf and/or to verify their authority:

- 1) in the case of an Order submitted by phone call, the Client's identity is verified and authenticated in accordance with the procedure specified in clause 5.5 of the Terms;
- 2) in the case of an Order submitted in paper form, Apricot Capital verifies the conformity of the signature and seal on the Order with the signature and seal (if available) of the Client and/or the person authorized to act on their behalf;
- 3) in the case of an Order submitted electronically, Apricot Capital verifies the correspondence of the email address from which the Order was sent with the email address provided by the Client in accordance with the Agreement and these Terms;
- 4) in the case of an Order submitted through the 'My Account' module, Apricot Capital ensures two-factor authentication/verification required to access the 'My Account' system, including the correct matching of the username and password;
- 5) in the case of an Order submitted via the mobile application, the use of a username and password or the processing of biometric data shall be applied.
- 6) in the case of an Order submitted via other means of electronic communication, the Client's identity shall be verified and authenticated in accordance with the procedure defined in Clause 5.5 of the Terms.

5.8. The Client undertakes to take all necessary measures, including changing the password provided by Apricot Capital's employee, and to exercise proper control in order to exclude unauthorized access by other person to Client's authorized e-mail addresses or other means of communication /communication methods/ and/or the System. Accordingly, Apricot Capital is not responsible for all cases when the information about the Client and/or their Orders became available to persons who do not have such authority and/or the Order or other message was provided on behalf of the Client by persons who did not have such authority and was executed by Apricot Capital and Apricot Capital has taken the reasonable steps provided for in Clause 5.7 of the Terms to verify the identity and identification of the person acting on behalf of the Client, as well as to verify the authority. In all cases, the Client shall bear all legal risks and consequences (including the risk of

exceeding authority or mandate) arising from unauthorized access to or illegal use of the Client's means of communication and/or the System.

5.9. Apricot Capital executes the Client's Orders or transmits them to third parties for execution only in cases where the Client's Account contains sufficient Assets for the settlement of the transaction specified in the Orders and for the fulfillment of the Client's obligations towards Apricot Capital, except in cases where the Order concerns or is transmitted for the execution of a Margin Transaction. In cases and under conditions pre-agreed with the Client, Apricot Capital may execute Orders or transmit them to third parties for execution when the Client's Account does not contain sufficient Assets. In such cases, the Client undertakes to ensure that sufficient Assets are available in the Account of the later within the timeframe agreed with Apricot Capital, or, in the absence of such an agreement, within 24 hours from the moment of Order execution.

5.10. Acceptance of an Order, execution of an accepted Order and/or delivery of an Order is rejected upon the occurrence of any of the following circumstances:

- a) it was not submitted in the manner, form and content specified by the Terms, the data required for the execution of the Order have been completed incorrectly,
- b) Apricot Capital has reasonable grounds to suspect that the person submitting the Order may not have the authority to do so, based on the actions taken to verify the person's identity in accordance with the Agreement and these Terms,
- c) Agents refuse to accept and/or execute the Order submitted by the relevant Client, considering their inability to guarantee the conclusion/execution of transactions in specific markets and TPs,
- d) It has become objectively impossible for Apricot Capital, for any reason beyond its control, to execute the Order or to transmit it for execution,
- e) Prohibitions or restrictions are imposed or applied by the relevant TP or Agents that make the execution of the Order impossible,
- f) there are cases stipulated by Apricot Capital's Anti-Money Laundering and Counter-Terrorist Financing procedure,
- g) after the acceptance of the Order, it is discovered that there are insufficient Assets in the Client's accounts (except for transactions with insufficient coverage (margin) to execute the Order and to collect the fees established for the execution of that Order, or the Order may not be executed if the Assets in the Client's accounts are encumbered with the rights of third parties or are blocked.

5.11. In order to achieve a better overall result, Apricot Capital may consolidate a Client Order or a transaction executed on its account with an order of another of its Clients and execute them, if:

- 1) it does not provide a worse result for any Client than if Client's Order was executed separately,
- 2) it is generally in the interest of the Client.

5.12. If Apricot Capitals consolidates its Client's order with a transaction executed on behalf of it, then in the case of partial satisfaction of the consolidated order, preference is given to the Client, unless otherwise stipulated by the written Agreement of the parties. In this case, the Tariffs are calculated proportionally.

5.13. The Client has the right to submit a Message of cancelation of the given Order. The Message is accepted for execution, if the request or offer for conclusion of the Transaction with this canceled Order has not yet been satisfied and/or accepted by Apricot Capital. The Message of cancelation of the Order is considered accepted from the moment the Message reaches to Apricot Capital. If, after receiving the Client's Message of Cancellation but before Apricot Capital confirms the cancellation of the transaction request from the TP, a transaction corresponding to the Order is executed, Apricot Capital shall not process with fulfilling the Message of cancelation regarding the Order.

5.14. The Client hereby consents to Apricot Capital debiting Assets from the Client's Account on a non-acceptance basis and without prior notice to the Client, in order to secure the Settlement of the Transaction concluded based on the Client's given Order.

5.15. In case of refusal to execute the Order, Apricot Capital immediately informs the Client about it by sending an appropriate notification by e-mail, through Apricot Capital's mobile application or by phone.

5.16. Depending on the type of market (exchange, over-the-counter, regulated or not regulated) and location, the nature of the transaction, and the terms of execution, the Executive director of Apricot Capital may set deadlines for the submission and cancelation of the Order, which are subject to publication on the official website of Apricot Capital and in violation of which the submission of Order or Mmessage about cancelation of the Order is not processed for fulfilment. The specified deadlines are an integral part of these Terms and are binding on all parties.

5.17. If minimum quantity/volume limits are set by TPs or Agents for the purchase/sale of Assets under a single Order, those limits shall also apply to the Client's Orders, and Apricot Capital will notify the Client accordingly.

5.18. The Client acknowledges that the scope of Assets subject to acquisition by Orders, the volume of Transactions, and the deadlines for submitting Orders are limited by the list of securities, volume limitations (thresholds), and time limitations for submitting (executing) Orders established by Apricot Capital's Agents and TPs responsible for ensuring the execution of the specified Transactions. Furthermore, a Market Order submitted after the end of the trading day and before the start of the next trading day in the respective TP shall be executed or transmitted for execution only during the trading day as defined by the rules of the respective TP.

5.19. If a conflict arises between the interests of Apricot Capital and the Client, Apricot Capital prioritizes the Client's interests, guided by Fiduciary duty.

5.20. The Client may submit an Order to enter into a Margin transaction via email (with mandatory confirmation by phone call from the Client) or through the System, and for this purpose, may receive a loan from Apricot Capital, provided that such an option is stipulated in the Agreement concluded with Apricot Capital.

5.21. If the Client's own Assets in the Account (the difference between the total value of the Assets in the Account and the amount of the loan provided) fall below the Initial Margin requirement, Apricot Capital shall notify the Client via email and/or through the System about the need to replenish the Initial Margin in the Account.

5.22. Apricot Capital has the right to refuse to accept and not execute the Client's subsequent Orders until such time as the Client's own Assets in the Account exceed the Initial Margin amount. In case of the Client having an open position with certain Derivative Financial Instruments, if, at the opening of the Trading Session preceding the Trading Session on the day on which the transaction in the Derivative Financial Instrument is executed in the respective TP (hereinafter referred to as the "Margin Date"), there are insufficient Assets in the Client's Account to fulfill the obligations arising from the transaction, Apricot Capital reserves the right to close the Client's open position with the Derivative Financial Instrument. At the same time, if there are sufficient Assets at the time of the Margin Date, Apricot Capital has the right, from the Margin Date until the closure of the Client's open position with the Derivative Financial Instrument or the actual execution of the Derivative Financial Instrument transaction, to refuse to accept and not execute the Client's Orders if the transaction price exceeds the total value of the Client's available Assets in the Account and the difference required to fulfill the Derivative Financial Instrument transaction.

5.23. Hereby the Client agrees that in the event of a consolidation (or share grouping) of shares allocated by the issuer, resulting in the creation of fractional shares, Apricot Capital or its Agents have the right to sell the resulting fractional shares to the relevant issuer or in the TP without the need for additional consent from the Client.

5.24. In the event that the Client's own Assets in their Account fall below the required Minimum Margin for the total of the Assetss bought and sold by the Client (long and short positions), Apricot Capital is entitled, without requesting the Client's consent, to close the Client's open position by buying/selling the respective Asset to fulfill the Client's obligations.

5.25. In the case of futures contracts with delivery, Apricot Capital has the right, prior to the execution of the futures contract, to close the Client's position in the futures contract without receiving an Order from the Client. The Client will be charged the fee set by the Tariffs for transactions conducted under the respective futures contract for the closure of the futures position as specified in this clause.

5.26. The purchase and sale of securities is carried out on the principle of "Delivery versus payment" (DVP), "Free of Payment" (FOP) or "Simple Transfer".

5.27. Orders submitted by the Clients are subject to priority execution over Apricot Capital's dealer orders.

5.28. Transactions in the regulated market are concluded and regulated in accordance with the Law, the normative legal acts adopted on its basis and the rules established by the operator of that market.

5.29. In the non-regulated market, transactions are concluded and executed by Apricot Capital in accordance with the Law and the normative legal acts adopted on its basis.

5.30. Apart from ensuring the Settlement of transactions based on the Client's Order, Assets from Account can also be withdrawn based on legally binding court judgments and in cases defined by RA legislation, these Terms and/or the contract/agreement signed with the Client.

5.31. Apricot Capital records the submitted Orders and executed Transactions in accordance with the Regulations 4/07 approved by the decision No. 113-N of the Board of the Central Bank dated

April 8, 2008.

5.32. When executing Client Orders, Apricot Capital relies on its Customer Order Execution Policy (hereinafter referred to as Customer Order execution policy), which is approved by Apricot Capital's general meeting of shareholders (in cases Apricot Capital does not have a board) (hereinafter also referred to as "meeting").

5.33. The Client understands and agrees that, due to technical and other circumstances, independent of Apricot Capital, it is possible that an Order sent through the means specified in these Terms may not reach Apricot Capital, may reach it with a delay, may be sent by unauthorized third parties, or may become known to such parties through other means, including but not limited to network failures, unauthorized network access, unauthorized use of passwords, and other methods or means. The Client hereby agrees that Apricot Capital shall in no case be responsible for the damages suffered by the Client as a result of the events mentioned in this clause, and an Order received by Apricot Capital in the manner specified in the Agreement or in these Terms shall be deemed a duly received Order from the Client.

5.34. By entering into the Agreement, the Client consents to the application of Apricot Capital's Order Execution Policy to the Client.

5.35. The provisions and requirements related to the Order under Clauses 5.2, 5.3, 5.6, Subclauses 2, 3, and 4 of Clause 5.7, Clauses 5.8, 5.10 and 5.33 of these Terms shall also extend to the Instruction provided that they do not contradict the specific regulations concerning the Instruction set forth in these Terms.

CHAPTER 6. PROCEDURE FOR PROVIDING LOANS (MARGIN) TO CLIENTS FOR TRANSACTION WITH INSUFFICIENT COVERAGE

6.1. Apricot Capital may provide Clients with loans for carrying out transactions on the sale and/or buy of Assets, provided that Apricot Capital is a party to such transactions.

6.2. Apricot Capital can provide Clients with the following types of loans:

- 1) Short sale of Assets, in which case the Client, through Apricot Capital, sells the Assets borrowed from Apricot Capital,
- 2) Purchase of Assets with Margin, in which case the Client purchases financial instruments through Apricot Capital, borrowing a part of the amount needed for the purchase from Apricot Capital.

6.3. The minimum amount of the Margin to be set when granting the types of loans mentioned in Clause 6.2. of these Terms is set at 2 (two) percent, unless otherwise published on Apricot Capital's official website or set forth in the contract/agreement signed with the Client.

6.4. The specific Margin size for each Asset, as well as the interest rates applied to loans provided for each Asset, are made available to Clients on Apricot Capital's official website and/or in the System. Any changes to these are effective from the moment they are published on Apricot Capital's official website and/or from the moment the respective Margin requirement or applicable interest rates on loans are modified in the System by Apricot Capital.

If the Assets in the Client's Account fall below the Initial Margin threshold, the Client is notified accordingly. If the Assets in the Client's Account fall below the Minimum Margin level, Apricot Capital has the right to restore the Initial Margin threshold by closing the Client's position(s).

6.5. The provision of loans to Clients for the implementation of transactions shall be carried out at the discretion of Apricot Capital, provided that the Client makes the corresponding indication in the Agreement, or, after the conclusion of the Agreement, based on an application submitted by the Client.

6.6. In special cases, depending on the specifics of execution of the Orders transferred by the Agents from Apricot Capital, Apricot Capital has right to carry out foreign exchange conversion and/or conclude short-term foreign exchange swap Agreements through the Agent at the Client's expense without the Client's Order (automatically) in order to secure cash in the currency necessary for the execution of the Client's Order.

6.7. In case of conclusion of swap transactions specified in Clause 6.6 of these Terms, Apricot Capital shall submit to the Client a statement including the essential terms of that transaction within one working day.

6.8. The Client is obliged to maintain in their Account the Initial Margin necessary for entering into Transactions with insufficient coverage and the Minimum Margin required to maintain open positions.

6.9. The Client acknowledges and accepts that transactions executed with insufficient coverage involve high risk. Under circumstances beyond the control of Apricot Capital, including unfavorable market fluctuations, the extent of loss or damage may be materially increased due to the nature of such transactions, potentially exceeding the value of Assets deposited in the Account. The Client shall be fully liable for any such loss or damage, as well as for the full repayment of any loans granted.

6.10. Upon entering into a leveraged transaction with the Client, any special terms applicable to the transaction (if any) will be agreed with the Client.

CHAPTER 7. SPECIFICS OF THE EXECUTION OF DEALER TRANSACTIONS

7.1. Proposals for the execution of transactions carried out on behalf and at the expense of the Apricot Capital (hereinafter referred to as Dealer transaction) are drawn up by a suitably qualified employee of Apricot Capital (hereinafter referred to as Dealer) and submitted to the Executive Director of the Apricot Capital for approval.

7.2. Before making a Dealer transaction, the Dealer makes sure that the necessary cash and securities are available in the relevant accounts of Apricot Capital.

7.3. After the execution of the dealer transaction, the Dealer submits a statement on the execution of the transaction to the Executive Director of Apricot Capital, and transmits information to the accounting department of Apricot Capital for the implementation of the accounting formulations arising from the Dealer transaction.

CHAPTER 8. CUSTODY SERVICES

8.1. Within the scope of Custody activities, Apricot Capital offers the following services ("Custody Services"):

- a) opening, managing, and closing Accounts,
- b) registration of rights to securities,
- c) acting as the Nominee Holder of the Client's securities with Agents, Securities safekeeping,
- d) acceptance of securities for Custody and registration, and removal from registration,
- e) transfer of securities,
- f) transfer of information and documents by the issuer or the Agent to the Client, as well as by the Client to the issuer or the Agent, for the purpose of exercising rights arising from securities. The Client hereby gives their consent and authorizes the disclosure of information regarding their Account to the extent necessary for the proper provision of Services to them,
- g) preparation and provision of references regarding operations in the Accounts and information about the Client,
- h) reflection of corporate actions of issuers related to the securities registered in the Client's Account—conversion of securities, Cancellation (redemption) of Securities, splitting and consolidation of securities, payment of income from securities,
- i) the registration of collateral or other encumbrances on securities assigned to the Client's Account, as well as the Blocking of Securities and Termination of Securities Blocking,
- j) Provision of extracts on Account and reports (statements) on Operations,
- k) change of Information in the Account.

8.2. The object of Custody activities may include any securities issued and circulated in the Republic of Armenia, as well as foreign securities.

8.3. Custody activity also includes the provision of services to the Client for the purpose of exercising rights arising from the securities, in cases and in the manner specified in the Terms.

8.4. Entrusting securities for Custody does not result in the transfer of ownership rights of the securities to Apricot Capital.

8.5. In the cases specified in subclauseu "f: and "h" of clause 8.1 of these Terms, upon receiving notices and information, Apricot Capital is not obliged to verify the authenticity of such information and notices and, therefore, does not guarantee their accuracy, completeness, or timely delivery including taking into account that such notices and information are transmitted through a chain of Agents and, subsequently, their sub-agents. Accordingly, the Client acknowledges and agrees that Apricot Capital shall bear no liability for any losses incurred by the Client as a result of delayed and/or incorrect or incomplete information or documentation provided by the Issuer or the Agent to the Client, or by the Client to the Issuer or the Agent, in connection with the exercise of rights arising from Securities.

8.6. The Client acknowledges and agrees that if, as a result of any event, including changes to the

DLT that is at the basis of the crypto-assets, the rights arising from or attached to crypto-assets, meeting the definition of a Security and belonging to the Client are altered, new rights arise, or new crypto-assets are created, Apricot Capital may, at its sole discretion and without prior notice to the Client, determine at its exclusive discretion which rights arising from the crypto-assets it will support, or whether it will reflect new rights or new crypto-assets in the Client's Account and service them, taking into account any resulting technical, operational, or legal issues, as well as requirements provided under AML/CFT legislation.

CHAPTER 9. SETTLEMENT AND GENERAL CONDITIONS FOR OPERATIONS CONDUCTED THROUGH AN ACCOUNT

9.1. For the provision of brokerage services and the execution of Transactions thereunder, Apricot Capital carries out settlements by debiting the Client's account and crediting the Account with the assets required for executing transactions and those received as a result of such transactions, including, where necessary, providing the currency required for Settlement (in the case of a Transaction with insufficient coverage), in accordance with the terms and procedures specified in the Terms.

9.2. Apricot Capital carries out the Settlement without the need of receiving additional Instructions from the Client. Apricot Capital and Client agree that the Order automatically serves as an Instruction for Settlement with the Client's Assets.

9.3. The Client is obliged to provide Apricot Capital with the Assets necessary for the Settlement by ensuring the availability of the appropriate Assets in the Client's Account in accordance with these Terms. The obligation mentioned in this clause does not apply to cases of Transactions with insufficient coverage. However, in such cases, the Client's Account must ensure the Initial Margin set for the respective transaction.

9.4. The withdrawal and transfer of cash from the Account are carried out upon submission to Apricot Capital of a notice containing the information required by Appendix 2 of the Terms, to the Client's account at the bank from which cash was previously transferred to the Account. In cases where Assets are to be withdrawn and transferred to a different account, Apricot Capital may request additional justifications/explanations from the Client, which will allow for an informed decision to be made regarding the transfer and to prevent violations of the requirements outlined in these Terms, Anti-Money Laundering and Counter-Terrorist Financing procedure of Apricot Capital, and other applicable legal regulations. In such cases, Apricot Capital has right to suspend the withdrawal until the Client provides the required documents and information.

9.5. Record-keeping made by Apricot Capital regarding securities confirm the rights of the Clients over the securities. The ownership rights of the securities entrusted for Custody are considered transferred from the moment the corresponding record-keeping is made in the Client's Account.

9.6. Apricot Capital makes record-keeping in the Account only in the presence of documents that serve as the basis for making such entries.

9.7. Apricot Capital carries out Operations electronically.

9.8. Apricot Capital carries out Operations based on the Client's Instructions, the information received from the Agent, as well as documents provided by duly authorized persons in cases prescribed by the legislation of the Republic of Armenia.

9.9. The following may serve as Instructions:

a) an instruction provided by the Client, Client's authorized representative, another registrar or custodian, the custodian's officials, and other persons specified in the Agreement or by the legislation of the RA, completed in accordance with the requirements of these Terms, either in paper form, by email (Client has the right to change or add a new email address, provided that a notice containing the new address is sent to Apricot Capital in advance, either in paper form or from the email address specified in the Agreement) or via "My Account" module,

b) in the case of the transfer of rights over securities as a result of a non-civil transaction (based on a legally effective judicial act, criminal judgment or decision), the documents stipulated by law and other legal acts that substantiate the transfer.

9.10. If a security registered in the Client's Account is owned by multiple persons (co-owners), then the custody operation related to the security is carried out based on an instruction signed by all co-owners or an instruction provided by a person authorized by them.

9.11. Based on the received information, documents, and clarifications, including but not limited to the conclusion issued by Apricot Capital's Internal Monitoring Unit, Apricot Capital has the right to refuse the processing of the Client's instructions, applications, and/or inquiries. For the actions set forth in this clause, Apricot Capital may extend the time limits for performing the Operations as defined in these Terms for as long as necessary to obtain the required information/legal opinion. The Client agrees that Apricot Capital shall bear no liability whatsoever for any losses suffered by the Client in the circumstances described in this clause.

9.12. The Client is obliged to present any changes of information in the Account to Apricot Capital within the timeframe specified in the Agreement.

9.13. Apricot Capital performs Operations related to changes in the information concerning the issuer or registry of the securities held in the Client's Account based on the notification received from the Agent, within one working day from the receipt of the relevant documents.

9.14. Apricot Capital performs Operations related to providing the information on nominal securities owners based on a request received from the Agent, within one working day from the receipt of the request.

9.15. The record-keeping of Securities by Apricot Capital is carried out in accordance with Regulation 33, and in the case of Securities that meet the definition of 'crypto-assets' under the Law of the RA on Crypto-assets, in accordance with the principles and requirements established by the normative legal acts governing their custody.

9.16. The conversion, splitting, and consolidation (combining) of securities registered in the Client's Account takes place within one working day from the receipt of the relevant information from the Agent.

9.17. The acceptance of securities for safekeeping in the Client's Account, transferred by other custodians and persons, is carried out based on the Client's Instruction, unless otherwise specified in these Terms. This is ensured within one working day from the receipt of the corresponding Instruction.

9.18. The Operations on the Client's account, in accordance with these Terms, are subject to rejection if the Client's Account does not have sufficient Assets to make payments for those transactions, or if the assets in the Client's Account are burdened with the rights of other parties or are blocked.

9.19. Apricot Capital has the right, at its discretion, to refuse to deposit Assets into the Account if, according to Apricot Capital's internal assessment, taking into account the characteristic and riskiness of the Transactions to be concluded (capable of being concluded) by the Client using these Assets, the presence of Assets in the Account may result in significant losses for the Client and/or Apricot Capital.

9.20. In cases where a nominee account is opened for the Client at Apricot Capital, Apricot Capital has the right to require the Client to disclose the individuals who are the ultimate beneficial owners under the nominee account and to provide the relevant information/documents in accordance with the Anti-Money Laundering and Counter-Terrorist Financing procedure. If the Client fails to provide the aforementioned information/documents, Apricot Capital has the right to refuse the execution of the Order/Instruction.

9.21. No provision of these Terms shall be interpreted in a way that would prevent Apricot Capital from correcting any error or omission discovered while servicing the Client. The Client agrees that such errors or omissions, whether resulting in a profit or a loss (which shall be borne by the Client), may be corrected, and Assets may be credited to or debited from the Client's Account as necessary to rectify the respective error or omission.

CHAPTER 10. OPERATIONS RELATED TO SECURITIES TRANSFER

10.1. The types of Operations carried out by Apricot Capital in connection with the transfer of securities are as follows:

- a) Simple Transfer,
- b) Delivery versus payment or DVP transfer,
- c) Free of Payment or FOP transfer.

10.2. For the execution of the securities transfer Operation via Simple Transfer, the Client must submit to Apricot Capital the securities transfer instruction (except in cases defined in these Terms, where the Instruction for transfer of securities by Simple Transfer may be presented by another person) with the following information:

- 1) The names and surnames (or designations) of the transferring and receiving parties;
- 2) The custody account numbers of the transferring and receiving parties;
- 3) The issuer's name and the ISIN or SIN (or other identifying data) of the securities to be transferred;

- 4) The quantity of securities to be transferred;
- 5) Essential details regarding the grounds for the securities transfer Operation, including the transaction date and the amount of monetary compensation (if applicable);
- 6) Information about the ultimate beneficiary owner of the securities to be transferred (if the securities are being transferred to the nominee account).

10.3. The transfer/receipt instruction for securities based on the DVP principle includes the following information:

- 1) names and surnames (legal names) of the transferring/receiving and receiving/transferring parties;
- 2) information about the ultimate beneficial owner of the securities transfer/receipt (if the securities are transferred to/from a Nominee account);
- 3) the custody account number of the transferring/receiving party;
- 4) ISIN or SIN of the securities to be transferred (or other identifying data);
- 5) quantity of securities;
- 6) amount payable;
- 7) currency of the amount payable;
- 8) transaction date (if applicable);
- 9) Settlement date;
- 10) Any additional information required for the Settlement (if applicable).

10.4. The instruction for the transfer/receipt of securities based on the "FOP transfer" principle includes the following information:

- 1) names and surnames (legal names) of the transferor/recipient and recipient/transferor;
- 2) the custody account number of the transferor/recipient;
- 3) ISIN or SIN (or other identifying data) of the securities to be transferred;
- 4) the quantity of securities;
- 5) the date of the transaction (if applicable);
- 6) Settlement date.;
- 7) any additional information required for the Settlement (if applicable).

10.5. The transfer of securities held in the Account of the Client to another Account of the Client or to the Account of another Client of Apricot Capital or to a person who is not a Client of Apricot Capital is carried out in the following cases:

- 1) At the initiative of the Client:
 - a) Sale of securities through Apricot Capital based on an Order;
 - b) sale of securities by other means, upon receipt of confirmation of the sale (e.g., a sale and purchase agreement), and based on the Client's Instruction, within the timeframe specified by the terms of the respective transaction;
 - c) simple transfer of securities to another Account of the Client held with Apricot Capital, based on the Client's Instruction.

d) transfer of securities in other cases within three working days after receiving the Instruction for the transfer, unless a longer transfer period is specified in the Instruction.

2) based on a court decision with Simple Transfer based on the copy of the legally binding judicial act, decision or criminal judgment, as well as the corresponding decision by the enforcement authority (if such a decision exists), the transfer of securities is carried out within three working days after receiving the necessary documents, unless a longer transfer period is specified.

3) based on a donation (gifting) for FOP transfer upon the request of the interested party, the transfer is carried out within three working days after receiving the donation agreement (gift agreement), other information specified by Apricot Capital's internal legal acts, and the Instruction for the transfer of securities.

4) based on inheritance with Simple Transfer after receiving the documents certifying the inheritance (the heir provides the certificate of inheritance rights and/or a copy of the relevant court decision, as well as copies of the documents that served as the basis for inheritance recognition under Armenian legislation, and other information specified by Apricot Capital's internal legal acts), the securities are transferred within three working days after receiving the application for the transfer.

5) transfer of pledged securities based on the copy of the pledge agreement and the Instruction for the transfer of securities, within three working days after receiving the necessary documents.

6) transfer of securities in connection with the closure of the Account.

10.6. A securities transfer Operation through Apricot Capital can only be carried out if the information and documents required under these Terms or other applicable legal acts have been provided, and there are no obstructing circumstances (including of a technical nature) beyond the control of Apricot Capital.

10.7. Instructions for the transfer of securities based on the "Delivery Versus Payment" and "Free of Payment" principles may be revoked and/or unilaterally modified by the Client until the matching with the Instruction entered by the counterparty, after which any changes can only be made with the consent of both parties. After the execution of the Instruction, it cannot be revoked and/or unilaterally modified.

CHAPTER 11. THE REGISTRATION OF THE COLLATERAL ON SECURITIES AND TERMINATION OF REGISTRATION

11.1. The registration and termination of the collateral on securities and other rights of third parties are carried out in accordance with the legislation of the Republic of Armenia and the provisions of the collateral agreement on securities.

11.2. To register the collateral on the securities, the Client-collateral provider must submit the following information:

1) the name of the Issuer of the securities subject to collateral and their ISIN or SIN (or other identifying data);

- 2) the securities/custody account numbers of the collateral provider and collateral receiver;
- 3) the quantity of securities subject to collateral;
- 4) the date of termination of the collateral (if applicable);
- 5) the name, surname, series and number of the identification document of the pledgee, for a resident individual: the social services number or if social services number is not available, the certificate confirming the absence of the social services number; for a non-resident individual, an equivalent identification number (if applicable), and for legal entities: the name, state registration number, tax identification number or equivalent number (if applicable), address, and contact details of the pledgee;
- 6) Instruction for the collateral of securities;
- 7) securities collateral agreement;
- 8) other information and documents required by the internal legal act of Apricot Capital.

11.3. In the case of collateralization of securities, Operations with securities are carried out only on the basis of instructions signed jointly by the collateral receiver and the collateral provider.

11.4. The Operation resulting from the subsequent collateral of securities is carried out by Apricot Capital if it is not prohibited by the terms of issuance of the collateralized securities and/or the securities registration declaration.

11.5. Regarding the extrajudicial enforcement of securities under collateral, the Client-collateral receiver shall submit the original or duly certified copies of the following documents to Apricot Capital for the transfer of the securities:

- 1) the contract/agreement allowing for the extrajudicial enforcement of the securities under collateral;
- 2) information (documents) proving proper notification to the collateral provider or other debtor (if the collateral provider is not the debtor) in accordance with the procedure prescribed by the Civil Code of the Republic of Armenia;
- 3) the transfer Instruction for the securities as prescribed by the Terms;
- 4) other documents required by the Civil Code of the Republic of Armenia (if such documents are required);
- 5) any other documents or information as prescribed by Apricot Capital's internal legal acts (if applicable).

11.6. In the case of executing the operation referred to in Clause 11.5 of these Terms, Apricot Capital, within five working days, verifies the submitted documents and ensures that the requirements set by the Terms and legislation of the RA are met. If the requirements are fulfilled, Apricot Capital carries out the corresponding Instruction. Otherwise, the execution of the Instruction is rejected.

11.7. The termination of the collateral on securities may occur in the following cases:

- 1) on the date of termination of the collateral;
- 2) upon the submission of the Client-collateral provider's Instruction and a document confirming the

agreement of the collateral receiver;

- 3) If the securities serving as collateral, of the given class and/or type, are cancelled or redeemed;
- 4) based on a relevant decision of a court, enforcement officer of judicial acts, or another authorized body;
- 5) In other cases provided by the legislation of the RA.

11.8. The collateralization of securities and the Instruction for the removal of the collateralization of securities are executed by Apricot Capital within three working days from the submission of the relevant Instruction, unless otherwise specified by these Terms.

CHAPTER 12. CANCELLATION OF SECURITIES, BLOCKING, AND TERMINATION OF BLOCKING

12.1. Apricot Capital carries out the Operation for the cancellation of securities upon receipt of the relevant documents from the Agents, except in cases where Apricot Capital is the Place of Safekeeping, in situations defined by the normative legal acts of the Central Bank.

12.2. The Assets available in the Account may be blocked by Apricot Capital based on the Client's Instruction, as well as in cases and in the manner prescribed by the legislation of the RA, or at the initiative of Apricot Capital. Apricot Capital shall be entitled, at its sole discretion, to block/freeze the Assets held in the Account as security for the Client's obligations and to refuse to execute any transfer instructions in the event that the Client fails to duly perform their obligations toward Apricot Capital.

12.3. The blocking of the Assets available in the Account by Apricot Capital may be lifted based on the Client's Instruction, in cases prescribed by the legislation of the RA, or at the initiative of Apricot Capital, by providing the Client with the relevant reference.

12.4. If the Assets available in the Account has been blocked not at the Client's initiative, the blocking cannot be lifted at the Client's initiative.

CHAPTER 13. REMUNERATION OF APRICOT CAPITAL, EXPENSE REIMBURSEMENT

13.1. Apricot Capital charges the Client fees for the provided Services in accordance with the Tariffs. All expenses incurred by Apricot Capital in relation to the Operations performed for the Client are reimbursed by the Client at their actual cost.

13.2. The Tariffs are approved by the decision of the Executive Director of Apricot Capital.

13.3. The Tariffs may be unilaterally changed by Apricot Capital and in the event of an increase, they shall take effect on the 21st day following the date of notifying the Client of such change and/or publishing it on Apricot Capital's official website.

13.4. The Client is obliged to reimburse the operational costs associated with the execution of the

Client's Orders/ Instructions, and/or the transmission of Orders/ Instructions, resulting from the necessity for Apricot Capital's Agents to involve third parties to conclude transactions and ensure Settlement, specifically the fees charged by TPs and/or other intermediaries to the Agents (excluding standard commission fees charged according to the tariffs set in the agreements between Apricot Capital and the Agents), which may vary depending on the TPs, the type of transaction, the volume, and other circumstances. Such expenses are reflected in the Tariffs.

The statements provided to the Client include both the mentioned expenses and the charges and deductions made by Apricot Capital for their reimbursement.

13.5. The payments, expenses reimbursements, interest, fees, penalties, and fines mentioned in these Terms and the Agreement, as well as any other type of obligations of the Client towards Apricot Capital, may be collected by Apricot Capital on non-acceptance' basis from the cash available in the Client's Account. The Client is obliged to ensure the availability of sufficient cash in their Account. In case there are insufficient cash in the Client's account, the Client hereby authorizes Apricot Capital to collect the payments, reimbursements, interest, fees penalties, and fines, as well as any other type of obligations of the Client as specified in these Terms and the Agreement, by liquidating any other Assets in the Client's Account at their marketable value, using best efforts to sell them under the most favorable conditions for the Client. However, Apricot Capital is not responsible if the Client disagrees with the sale price of the Assets.

13.6. In the event the Client fails to make any payment to Apricot Capital in connection with the Services provided (including reimbursements of expenses, interest, fees, penalties, and fines) or any other type of obligations of the Client, resulting in a negative balance on the Client's Account, the Client understands and agrees that Apricot Capital is entitled, as compensation, to charge interest on that outstanding amount in accordance with the applicable Tariffs, unless otherwise agreed between Apricot Capital and the Client.

13.7. The Client understands and agrees that the Tariffs may set an additional fee for Transactions that the Client could execute independently through the System (if the Client is a System user), but instead chooses to submit an Order to Apricot Capital to execute the respective Transaction without using the System.

CHAPTER 14. PROVISION OF STATEMENTS, EXTRACTS, AND REFERENCES TO CLIENTS

14.1. If Apricot Capital has executed the Client's Order, it must promptly, but no later than the end of the next business day following the conclusion of the transaction, provide the Client with a statement on the execution of the Order, in accordance with the Regulations 4/07 approved by the decision No. 113-N of the Board of the Central Bank dated April 8, 2008.

If the Client's Order is executed in portions, then Apricot Capital provides the Client with a statement on the execution of the Order for each portion.

14.2. After the completion of each Transaction, upon request, no later than the end of the next business day

following the date such request is submitted, Apricot Capital provides the persons specified in these Terms with a statement, extract, notification or reference regarding the execution or rejection of the record entry.

14.3. On a monthly basis, and no later than the 15th day of the month following the reporting month, Apricot Capital shall provide the Client with a statement, reference or extract reflecting the Transactions executed on the Client's Account, the Operations performed, and the Account balance.

14.4. The Client also has the right to receive the following information from Apricot Capital:

- 1) reference regarding the collateral registered in the Account.
- 2) information required by law and other legal acts.

14.5. Both the statements, extracts and references (standard statements, extracts, references) provided for in Clauses 14.1, 14.2, and 14.3 of these Terms, as well as other statements, extracts and references (non-standard statements, extracts, references) requested by the Client, shall be provided to the Clients by Apricot Capital under the conditions defined by the Tariffs.

14.6. The statements, extracts, or references mentioned in this section are provided to the Client either in paper form delivered in person at Apricot Capital's registered address or electronically, to the addresses specified in the Agreement or provided by the Client in accordance with these Terms. A statement, extract, reference shall be considered delivered to the Client if sent from Apricot Capital's email address specified in the Agreement and shall be deemed accepted unless the Client raises a written objection to their content within 5 days of receipt. The statement, extract and reference may be unsigned, if sent from an authorized email address, it shall be considered valid and have the same legal force as statements delivered in standard paper form.

14.7. Apricot Capital provides information about Clients and their accounts to the Central Bank and other persons as defined by the legislation of the RA, in the cases and procedures established by the Agreement and legislation of the RA.

14.8. Following the termination of the Agreement with the Client and/or the closure of the Account, Apricot Capital shall, at the Client's request, provide information concerning the closed Account within the timeframe prescribed by the legislation of the Republic of Armenia and under the conditions specified in the Tariffs.

CHAPTER 15. MEASURES IMPLEMENTED TO PROTECT ASSETS HELD IN THE CLIENT'S ACCOUNT, RECORD-KEEPING OF ASSETS

15.1. In order to ensure the protection of the Assets held in the Client's Account, the following measures are taken by Apricot Capital:

- 1) separate record-keeping: Apricot Capital opens and maintains separate accounts for each Client, as well as for the record-keeping of its own and its Clients' Assets, by opening an own securities account and a nominee account (for securities owned by Clients) with Agents authorized to carry out securities custody activities either in the Republic of Armenia or outside the Republic of Armenia (except in cases where Apricot Capital is the final custodian with respect to the given

security or a place for safekeeping) and the Assets and Accounts of the Clients maintains in a manner that allows the immediate and unequivocal separation of each Client's assets from those of other Clients, as well as from Apricot Capital's own assets, at any given moment,

2) internal audit: Apricot Capital's internal audit functions include the examination of risks related to Apricot Capital's operational activities, minimizing the risk of accidental errors and abuses by Apricot Capital's employees,

3) applying a clear order fulfillment policy,

4) implementation of the policy aimed at minimizing conflicts of interest between Apricot Capital and its Clients, as well as among Apricot Capital's Clients,

5) participation in investor compensation, assets guarantee or other similar schemes (if available).

15.2. Apricot Capital regularly performs reconciliations and adjustments between its own records and the information regarding the Client's Assets held by other parties where the Client's Assets are stored.

15.3. Securities owned by Clients are subject to separate record keeping from those securities that are used, controlled, or managed by a person who is not the owner of the securities, based on authority defined by law or an agreement such as a mandate, agency, commission, or fiduciary management agreement with the securities owner. Securities with restrictions on rights are also subject to separate record keeping. In addition to ownership rights, the rights of persons with other property rights to the securities are subject to separate record keeping.

15.4. The Client hereby gives their consent for Apricot Capital to use the Assets held in the Client's Account for its own benefit for an indefinite period, including pledging them, unless otherwise provided by an agreement/contract concluded between Apricot Capital and the Client. Nevertheless, Apricot Capital undertakes to ensure the availability of the Assets to the Client upon the first request of the Client. In the event of the use of securities, upon the Client's request, Apricot Capital undertakes to make available securities identical in type, nominal value, description, and quantity.

15.5. Apricot Capital has the right to pledge the Assets held in the Client's Account for an indefinite period on its behalf, unless otherwise provided by an agreement/contract signed with the Client. Nevertheless, Apricot Capital undertakes to ensure the availability of these Assets to the Client upon the first request of the Client.

15.6. Apricot Capital does not pay interest on the Assets available in the Account, unless otherwise provided by the Tariffs or the agreement/contract concluded with the Client.

15.7. Apricot Capital may hold the Client's Assets in a nominee account, bank account, or other accounts used for the record-keeping of Assets opened in its own name with other financial institutions (including foreign ones), in accordance with the legislation of the Republic of Armenia or the laws of the jurisdiction where the transaction is executed, and the agreements concluded thereunder, for which the Client hereby provides their consent.

15.8. Apricot Capital reserves the right to combine the Client's Assets with those of its other Clients as well as its own assets when concluding Transactions, in any case, maintaining separate record-keeping of its and the Client's assets, as well as its various Clients' Assets through the proper

management of the internal record-keeping (reflection) system.

15.9. The Client's Assets received as a result of the Transactions concluded in connection with the provision of the Services are credited by Apricot Capital to the Client's Account (if necessary, opening separate accounts in different currencies).

CHAPTER 16. WARRANTIES AND REPRESENTATIONS

16.1. Within the framework of the Agreement and these Terms, Apricot Capital assures that:

16.1.1. Apricot Capital is a legal entity with proper legal capacity and is authorized to enter into a Agreement with the Client,

16.1.2. Apricot Capital holds all licenses and permits necessary for the provision of the Services,

16.1.3. The persons signing the Agreement on behalf Apricot Capital are authorized to sign it and thus create, modify and terminate rights and obligations arising from the Agreement for Apricot Capital.

16.2. By signing the Agreement, the Client confirms and assures the following:

16.2.1. In accordance with the legislation of the country of the Client's registration (citizenship) (personal law), the Client is an individual possessing the necessary legal capacity and is authorized to execute the Agreement, as well as assume rights and obligations on Client's behalf,

16.2.2. The person signing the Agreement is authorized to sign/confirm it on behalf of the Client in accordance with the applicable legislation and the Client's charter and internal legal acts (in the case of a legal entity), as well as to create, modify and terminate legally binding rights and obligations for the Client with such signature/confirmation,

16.2.3. The Client's Assets provided to Apricot Capital for executing a Transaction purposes under the Agreement are free from any encumbrances by third parties, have been acquired through legal means, and have no connection to money laundering, terrorist financing, drug sales, human trafficking, tax evasion, or other criminal activities. The Client agrees that Apricot Capital will undertake all necessary actions as required by anti-money laundering and anti-terrorist financing legislation, as well as internal legal regulations of Apricot Capital and will only open/activate Account(s) in the absence of any grounds prohibiting such action,

16.2.4. Before signing/confirming the Agreement, the Client has reviewed the content and terms of the Agreement, Terms, Tariffs, Risk Disclosure Statement, Client Classification and Information Exchange Procedures, Data Management Policy, Customer Order fulfilment policy and accepts them. The Client acknowledges that has reviewed or will review other legal acts relating to the services provided by Apricot Capital and published on Apricot Capital's official website, as well as the content of all Orders, Instructions submitted or to be submitted by the Client under the Agreement or in execution of the Agreement, including those related to the buy/sale/management of securities. For each Order, Instruction submitted, the Client confirms that they are informed and possess all the necessary information to make decisions regarding the submission of Orders, Instructions and/or the securities mentioned therein, including but not limited to the

information sheet, prospectus, terms of the offer, restrictions, and requirements of those securities, and that they meet any and all requirements established for the submission of Instructions, Orders /securities buy/sell and/or management.

The Client acknowledges that the Risk Disclosure Statement does not describe all of the risks of an investments in securities market and,

16.2.5. The Client will promptly provide Apricot Capital with accurate information on matters that Apricot Capital deems necessary, permitted or desirable to enable Apricot Capital to comply with any applicable regulations, to respond to requests from any third parties, or regulatory body in relation to the Client's Orders/Instructions or Transactions or other matters relating to the provision of Services. Client will update the information or data as provided to Apricot Capital from time to time. If the relevant information relates to a third party (including a client of the Client for whom the Client is providing services), The Client shall also obtain the consent of third parties for the disclosure of such information,

16.2.6. Before applying for and opening an account with Apricot Capital, the Client shall carefully assess whether investing in a particular Asset is appropriate in light of the Client's personal circumstances, knowledge, experience, and financial resources.

16.2.7. Messages provided by the means specified in Clause 5.2 of these Terms, including Orders and Instructions, shall be deemed duly delivered/valid, regardless of whether they are signed.

16.3. The representations and warranties set forth in these Terms are also made by the Client on behalf of its end clients whose Assets are held in a nominee account opened in the name of the Client with Apricot Capital.

16.4. The warranties and representations set forth in these Terms shall be deemed to be in force for the duration of the Contract between Apricot Capital and the Client and shall be repeated each time the Client places an order, enters into a transaction, provides any Instructions to Apricot Capital or complies with any obligations under these Terms.

CHAPTER 17. LIABILITY

17.1. Apricot Capital and the Client bear responsibility for the failure or inadequate fulfillment of their obligations under the Agreement and these Terms in accordance with the procedures outlined by the legislation of the Republic Armenia.

17.2. Apricot Capital and the Client are responsible for the reliability of their warranties and representations mentioned in Chapter 16 of the Terms and are obliged to compensate the other party for the damage caused as a result of such warranties and representations being untrue. Apricot Capital and the Client are released from responsibility for non-fulfilment or improper fulfillment of their obligations if the reason for this is the other party's breach of the warranties and representations set out in Chapter 16 of the Terms. Each party undertakes to indemnify any damage caused to a third party, if one of the causes of such damage is the non-compliance of the warranties and representations mentioned in Chapter 16 of the Terms.

17.3. Apricot Capital is not responsible for the insolvency or bankruptcy of third parties, including Agents (subcommissioners) involved by Apricot Capital in the transaction process, or for persons selected as custodians for record keeping of the Client's Assets, as well as for non-performance or improper performance of obligations arising from transactions, including transfer instructions of securities and/or cash, by the counterparty to the transaction. This includes any damage caused to the Client as a result (including sanctions or restrictions imposed by the bodies mentioned in Clause 17.8 of these Terms).

17.4. The Client acknowledges and agrees that Apricot Capital is not responsible for losses suffered by the Client due to the insolvency or bankruptcy of banks in the Republic of Armenia or abroad in which the Client's funds are held for the provision of the Services.

At the same time, the Client acknowledges and agrees that it is beyond Apricot Capital's control and, therefore, Apricot Capital shall not be liable for the time period/number of days required for both the actual crediting of funds to the Client's Account after the transfer of funds from the Client's bank account, and the actual transfer of funds to the Client's bank account after the withdrawal of funds by Apricot Capital.

17.5. The Client assumes the risk of non-fulfillment or improper fulfillment of obligations by the other party in transactions carried out based on the Client's Orders/Instructions: Apricot Capital commits to using its best efforts to demand proper performance but hereby gives no guarantee and assumes no obligation in this regard. Apricot Capital and Client hereby certify that, taking into account the fact that the execution of Orders/Instructions may occur in regulated markets, mainly through the chain of Agents and successively their sub-agents and by such Agents and sub-agents, that Apricot Capital only transmits/communicates the Client's Orders/Instructions to the Agents, who, in turn, may also transfer it to sub-agents in execution, and Apricot Capital has no opportunity to exercise discretion in the selection of such sub-agents under such conditions, Apricot Capital is released from liability for transactions concluded based on an Order or operations carried out based on an Instruction, in cases where third parties fail to fulfill their obligations. The Client hereby agrees that Apricot Capital shall be deemed not to have shown due diligence only if, having the opportunity to choose the Agents executing or transmitting the Orders, it chose such a person whom it knew to be bankrupt/insolvent or whose insolvency or bankruptcy was inevitable when making such a choice.

17.6. Apricot Capital is not responsible for damage caused to the Client as a result of the actions or inaction of the TPs, for the non-performance or improper implementation of the Settlement with the Client's Assets by the parties to the transaction, regardless of the reasons, as well as for technical failures (including in cases when the Services are provided to the Client through the Systems and any technical failure of the System occurs) or for an error or inaccuracy in the information or data presented in the System, if it is not proven that such failures and damage occurred as a result of intentional actions of Apricot Capital.

17.7. The System and all other data and technology are provided to the Client "AS IS" and "AS AVAILABLE".

APRICOT CAPITAL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, OR ANY INFORMATION OR DATA TRANSMITTED OVER THE SYSTEM AND NETWORKS, SOFTWARE, HARDWARE, COMMUNICATION LINKS PROVIDED AS PART OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SYSTEM'S PROPER PERFORMANCE, ACCURACY, ACCESSIBILITY, COMPLETENESS, TIMELINESS, ADEQUACY, FITNESS FOR A PARTICULAR PURPOSE OF THE CLIENT.

Apricot Capital, its employees, or agents shall not be held liable and shall bear no responsibility towards the Client, any parties affiliated with the Client, or any third party for any inaccuracies, errors, omissions, loss of data or information, interruptions, or delays arising within the System or during its use, nor for any damages or loss of profits incurred by the Client as a result thereof, regardless of the cause.

Client understands and agrees that it is using the System entirely at its own risk. Client understands and agrees that Apricot Capital may revoke/block or limit Client's access to or use of the System at any time for any reason within Apricot Capital's sole and exclusive discretion, with or without prior notice to the Client.

17.8. Apricot Capital is not responsible for the losses suffered by the Client, which occurred in case of the actual impossibility of Apricot Capital to execute or transfer the Orders/Instructions due to any reasons (including circumstances not under the exclusive, full and complete control of Apricot Capital and related to third parties and the external environment), including those related to third parties and external circumstances, such as internet outage, sanctions imposed by the Central Bank, the UN Security Council, OFAC, the EU, the UK (OFSI), and/or other bodies, leading to the non-fulfillment or incomplete fulfillment of the Orders/Instructions, regardless of the timing of the occurrences.

17.9. Apricot Capital shall not be liable for any losses incurred by the Client resulting from the failure or improper performance by the counterparty to a Transaction or Operations executed on the basis of the Client's Order or Instruction (such as those caused by sanctions or restrictions imposed by the bodies mentioned in Clause 17.8 of these Terms), including losses arising following the cancellation of the Transaction, from the non-return of Assets by the counterparty, which had been transferred for the execution of the Transaction. In such cases, the risk of non-return of the Assets shall be borne by the Client.

17.10. Apricot Capital undertakes its best efforts to ensure that the information it transfers to third parties is protected by them. However, Apricot Capital shall not be held liable for the disclosure of such information by those third parties to other persons, if the information was provided to them about the Client in accordance with the procedure established by the legislation of the RA and these Terms.

17.11. Apricot Capital's liability to the Client shall be limited to cases involving willful misconduct or gross negligence, specifically in relation to the execution of transactions in violation of the

Client's Orders or the failure to execute an Order/Instruction due to the absence of the relevant legal grounds as defined by these Terms, and only to the extent of the actual damages suffered by the Client.

17.12. The Client undertakes to indemnify Apricot Capital for any damages incurred as a result of the fulfillment of the claims submitted to Apricot Capital by third parties within the framework of the provision of Services by Apricot Capital to the Client in accordance with the Agreement and these Terms. The Client is released from liability only if such claims are based on the unlawful actions of Apricot Capital that are not conditioned by the actions of the Client, including the execution of Orders.

17.13. In the event that the Client submits Orders/Instructions and/or enters into transactions on behalf of its customers, the Client undertakes to hold Apricot Capital harmless from any and all damages, liabilities, actions, claims, losses, and expenses arising from claims made by the Client's customers.

17.14. The Client shall remain fully bound by and liable for all Orders, Instructions, Transactions, and obligations irrespective of any internal limitations, including but not limited to any requirement for prior approval by the Client's shareholders or governing bodies in connection with material or major transactions. Apricot Capital shall have no obligation to verify compliance with such internal requirements, and any failure by the Client to obtain such approvals shall not affect the validity, enforceability, or binding effect of any Transaction executed hereunder.

The Client agrees that any Order or Instruction, as well as any agreement or document issued or signed on behalf of the Client by the Client's authorized representative, shall be considered valid and enforceable by Apricot Capital even after the Client has revoked such authorization, provided that Apricot Capital was not informed of the revocation at the time of receiving the Order, Instruction, or document.

17.15. Apricot Capital and the Client are released from liability for failure to fully or partially fulfill the obligations stipulated in the Agreement, if it was the result of force majeure, which arose after the conclusion of the Agreement and which the Parties could not foresee or prevent. For the purposes of the Terms, situations that are considered force majeure under the terms of the Agreement include natural disasters, accidents, fires, mass disturbances, strikes, military actions, the enactment of legislative and regulatory acts or decisions (orders) of state authorities that directly or indirectly prohibit the types of activities specified in the Agreement and hinder the Parties from fulfilling their obligations under the Agreement, as well as other events beyond the control of the Parties.

17.16. The Party of the Agreement, which cannot perform its obligations due to force majeure, is obliged to notify the other Party by means of electronic communication within 3 (three) working days from the moment of occurrence of force majeure and take all necessary actions in order to reduce the losses suffered by the Parties.

17.17. In case of non-fulfilment of the condition mentioned in Clause 17.16 of the Terms, Apricot Capital and the Client lose their right to refer to such conditions.

17.18. Upon the cessation of the force majeure circumstances, Apricot Capital and the Client shall

resume the performance of their obligations as provided under the Agreement/Terms.

CHAPTER 18. CLOSURE OF THE ACCOUNT AND TERMINATION OF THE AGREEMENT

18.1. These Terms, being an integral part of the Agreement, enters into force for the Client from the moment the Agreement is signed by the Client in the manner specified in Clause 4.3 of the Terms and remains in force until the termination of the Agreement based on grounds provided by the Agreement or the legislation of the RA. In all cases, however, the Agreement shall remain in effect until the full and proper fulfillment of the obligations and duties undertaken by the Parties under the Agreement, with respect to those obligations/duties.

18.2. The Agreement may be unilaterally terminated by the Client, provided that Apricot Capital is notified at least 10 (ten) days in advance.

In the case specified in this Clause, the Client is obligated to reimburse Apricot Capital for any and all expenses stipulated in Clause 13.4 of the Terms and incurred prior to the termination of the Agreement, as well as all expenses related to actions required as a result of the termination of the Agreement.

18.3. The Agreement may be unilaterally terminated by Apricot Capital, provided that the Client is notified at least 10 (ten) days in advance. From the moment of Notification mentioned in this clause and in clause 18.4 of the Terms Apricot Capital may refuse to accept the Client's Instructions or Orders aimed at opening new positions.

18.4. The Agreement may be unilaterally terminated by Apricot Capital by providing at least 10 (ten) days' prior notice to the Client if the Client's Account has had a zero balance for the past 6 (six) months.

18.5. Apricot Capital reserves the right to terminate the Agreement with the Client with immediate effect by notifying the Client in one of the following circumstances:

- (a) Apricot Capital suspects that the Client provided false information;
- (b) Account is being used for illegal purposes;
- (c) Apricot Capital is incurring possible reputational risks because of the relationship with the Client; or
- (d) any order given by a court or competent authority which is mandatory for Apricot Capital to take action.
- e) The Client has died or has been declared as missing by a final and binding decision of a competent court;
- f) Apricot Capital has become aware that the representations and warranties provided by the Client under these Terms are not true.

18.6. The termination of this Agreement, for any reason, shall constitute grounds for the closure of the Client's Account in accordance with these Terms provided the Account has zero balance and for

terminating the Client's access to the System.

If there are Assets in the Client's Account, the Client is obligated to submit to Apricot Capital the information required by Appendix 2 of the Terms and/or the instruction/letter for the transfer of those Assets to the accounts specified by the Client at least 2 (two) business days prior to the termination of the Agreement, or, in the case of termination in accordance with Clause 18.5 of the Terms, within 2 (two) business days after the termination of the Agreement, and to pay for the execution of such instruction in accordance with Tariffs.

18.7. If the Agreement is terminated pursuant to Clauses 18.3, 18.5 or 18.6 of the Terms, and the Client fails to provide an instruction for the transfer of the Assets to other accounts within the timeframe specified in Clause 18.6 of the Terms, or provides incomplete and/or inaccurate information, Apricot Capital shall have the right to charge a penalty for each day of delay and/or take other actions at its sole discretion, in accordance with the applicable legislation and the Terms. or provides incomplete/incorrect information, Apricot Capital may charge a penalty of 0.1% of the Assets (or the market value of the securities, in the case of securities) available in the Client's Account for each day of delay.

18.8. If the Client's Account holds Assets with a value not exceeding AMD 4,000,000 and the Client fails to submit the instruction/document specified in Clause 18.7 of these Terms within three (3) months from the date of sending the Notice, or submits incomplete or inaccurate information, Apricot Capital may charge the Client a penalty equal to fifty percent (50%) of the Assets in the Client's Account (in the case of securities, their market value). If, within three (3) months from the application of the penalty under this Clause, the Client still fails to submit the instruction/document specified herein, or submits incomplete or inaccurate information, Apricot Capital may charge the Client a penalty in the amount of the remaining Assets in the Client's Account.

CHAPTER 19. MISCELLANEOUS

19.1. Disputes arising between Apricot Capital and the Client in connection with the operation of the Agreement and/or Terms are subject to resolution by the competent courts of the Republic of Armenia in accordance with the procedure established by the legislation of the Republic of Armenia. The law of the Republic of Armenia applies to the Agreement/ Terms.

19.2. The information provided to the Client, the information required from the Client, the Orders/Instructions submitted by the Client and the statements submitted to the Clients may be in Armenian, and upon the Client's request, in other languages (English or Russian).

19.3. Amendments and additions to these Terms are approved by the general meeting of Apricot Capital's shareholders (if no board has been formed) and enter into force and enter into force within the time frame established by the decision of the meeting.

19.4. All amendments and additions to these Terms are an integral part of the Terms and are made unilaterally by Apricot Capital, provided that the Client is notified of such amendment or addition. For the Client, the amendment/addition comes into force on the 21st day following the day of

notification to the Client.

19.5. If the Client does not agree with the amendments and additions made to the Terms, Client may unilaterally terminate the Agreement in accordance with the procedure established by the Clause 18.2 of the Terms.

19.6. These Terms replace the Regulation on Brokerage (Dealer) Activity and the Regulation on Custody specified in the Brokerage services provision and brokerage account maintenance agreement concluded with the Client, and is considered the new, unified edition of those regulations. In the Brokerage services provision and brokerage account maintenance agreement concluded with the Client prior to the entry into force of these Terms, the words “Brokerage services provision and brokerage account maintenance agreement”, “Regulation on Brokerage (Dealer) Activity” “Regulation,” and “services as outlined in the Clause 2.4 of Chapter 2 of the Regulation” shall, from the moment these Terms enter into force, be replaced in all forms with the words ““Brokerage and Custody Services Agreement”, “General Terms for the Provision of Brokerage (Dealer) and Custody Services,” “Terms,” and “Services as outlined in the Clause 1.1 of Chapter 1 of the Terms,” respectively.

19.7. Clause 1.2 of these Terms, as well as all other clauses of these Terms that refer to the ‘General Terms for the Provision of Crypto-asset Services,’ only in respect of such references, shall enter into force upon Apricot Capital’s receipt of the authorization from the Central Bank of the Republic of Armenia to provide crypto-asset services, in accordance with the Law of the Republic of Armenia ‘On Crypto-Assets’.

Appendix 1

To the General Terms for the provision of Brokerage (Dealer) and Custody Services

Transaction Order N

Client's\ account number	
Time of accepting the order (hour/minute/day/month/year)	
Transaction type	<input type="checkbox"/> Buy <input type="checkbox"/> Sell
The nature of the order, if the transaction type specified in the order is not a purchase or sale	<input type="checkbox"/> Securities subscription <input type="checkbox"/> Option execution <input type="checkbox"/> Specify other character
Order type	<input type="checkbox"/> Market <input type="checkbox"/> Limit <input type="checkbox"/> Stop

	<input type="checkbox"/> Stop Limit
Limit price (currency)	
Stop price (currency)	
The Order is valid until	<input type="checkbox"/> The end of trading session (DAY) <input type="checkbox"/> Good Till Cancelled (GTC) <input type="checkbox"/> Good Till Date (GTD) ____
The Security Identification Number (in the case of a derivative, its description)	
Ticker (Symbol)	
Quantity of Asset	
Nominal value of Asset	
Special instructions (if applicable)	
The person signing the order: _____ (Name, Surname) _____ (Signature) Seal	The Order accepted by: _____ (Name, Surname) _____ (Signature)

Appendix 2

To the General Terms for the provision of Brokerage (Dealer) and Custody Services

CLIENT CASH WITHDRAWAL

Brokerage account number	
Amount	
Currency	
Bank account number	
Account holder (Name, Surname)	



(Name))		
Address of the account holder (as registered in the Beneficiary bank)		Must be filled only if beneficiary bank location (country) is not Republic of Armenia
Beneficiary bank name		
Beneficiary bank SWIFT / BIC		
Beneficiary bank address		
Intermediary bank name		
Intermediary Bank SWIFT / BIC		
Intermediary bank address		

Signed by

Name/Surname
dd/mm/yyyy

Signature