

## TERMS AND CONDITIONS FOR INVESTMENT SERVICES

### I. GENERAL PROVISIONS

1. These Terms and Conditions shall apply to the relationship between the Parties in relation to the provision of Investment Services and/or Ancillary Services to Clients by the financial brokerage company (FBC).
2. Terms and definitions:
  - 2.1. **FBC** shall mean FMJ Myriad capital, UAB, registration No. 304039352, registered office address Upės g. 21, Vilnius, Republic of Lithuania, actual business address Upės g. 21, Vilnius, Republic of Lithuania. Data of the FBC are collected and stored in the Register of Legal Entities of the Republic of Lithuania. The FBC holds a financial brokerage company licence No. B3 issued by the Bank of Lithuania on 29 November 2016 and supplemented on 11 January 2022. Supervision of the activities of the FBC is exercised by the Bank of Lithuania (address Gedimino pr. 6, LT-01103 Vilnius, tel.: +370 5 2680029, email: info@lb.lt, website: www.lb.lt).
  - 2.2. **Documents** shall mean these Terms and Conditions, the Agreement, the Price List, and the Order Execution Policy.
  - 2.3. **Investment Services** shall be understood as defined in the Law.
  - 2.4. **Law** shall mean the Law on Markets in Financial Instruments of the Republic of Lithuania.
  - 2.5. **FI** shall be understood as defined in the Law.
  - 2.6. **Price List** shall mean the price list of the FBC which, notwithstanding any other agreement between the Parties, sets out the fees for the services provided by the FBC.
  - 2.7. **Client** shall mean a natural person or legal entity receiving the Services from the FBC or who applies to the FBC for the provision of Services.
  - 2.8. **Client Area** shall mean the electronic environment that the Client can access through the website address provided by the FBC and in the manner specified by the FBC, and to which the FBC grants access to the Client in accordance with the Agreement concluded with the Client.
  - 2.9. **Ancillary Services** shall be understood as defined in the Law.
  - 2.10. **Services** shall mean the Investment Services and/or Ancillary Services provided by the FBC.
  - 2.11. **KID** shall mean Key Information Document.
  - 2.12. **Terms and Conditions** shall mean these Terms and Conditions for Investment Services.
  - 2.13. **Agreement** shall mean the agreement, or several agreements, concluded between the FBC and the Client for the provision of Investment Services and/or Ancillary Services.

### II. PROVISION OF SERVICES

3. The FBC shall act honestly, fairly and professionally in the provision of the Services to the Client, taking into account the best interests of its Clients, in accordance with these Terms and Conditions, the Agreements and the applicable legislation.
4. The particulars of the provision of individual Services shall be set out in the Agreement concluded between the FBC and the Client.
5. In providing the Services, the FBC shall also be guided by its Conflicts of Interest Management Policy, the Incentive Pay Policy and other operational documents of the FBC.
6. When providing the service of receiving and transmitting orders or executing orders, the FBC shall also be guided by the Order Execution Policy approved by the FBC.
7. All the Documents constitute a single arrangement between the Client and the FBC for the provision of the Services referred to in the Agreement.

8. Prior to the conclusion of the Agreement, the FBC shall make available to the Client for information the Documents, the Conflicts of Interest Management Policy, the description of the nature of the FIs and their inherent risks and other relevant documents. This information shall be made available on the website of the FBC or in another manner agreed with the potential Client.

**III. ESTABLISHING A BUSINESS RELATIONSHIP, INFORMATION PROVIDED BY THE CLIENT**

9. The FBC has the discretion to decide with whom to enter into a business relationship.
10. The FBC shall carry out the verification of the Client as required by the applicable legislation and/or the FBC's internal procedures. The FBC shall have the right to request the Client to provide information (including but not limited to information on the country of residence for tax purposes, address in that country, taxpayer identification number, completion of the Know Your Client (KYC) Form, etc.) and/or documents that are necessary to carry out the verification of the Client, and the Client undertakes to provide the requested information in a truthful, accurate, and complete manner in a form and within the time limits set by the FBC. The FBC shall have the right to require the Client to provide evidence satisfactory to the FBC that the information and/or documents provided by the Client are true, accurate and complete.
11. Should the Client fail to comply with the obligations set out in this paragraph and/or if the FBC is not satisfied with the result of the Client's verification and/or if the result of the Client's verification does not comply with the requirements of the applicable legislation and/or the FBC's internal procedures, the FBC may refuse to enter into a business relationship as well as to terminate, suspend and/or restrict the existing business relationship and/or the provision of any Service.

*Identification*

12. The identity of the Client, his/her representative or beneficial owner shall be established based on the documents provided by the Client and/or the Client's representative to the FBC (passport, identity card, extract from the Register of Legal Entities, etc.) and other information requested by the FBC.
13. In the cases set out in the FBC's internal procedures and/or in the Agreements concluded with the Clients, the Client's identity may be established in the course of the provision of Services to the Client by means of the authentication tools (codes, passwords, etc.) issued to the Client by the FBC.

*Documents*

14. The documents and information provided by Clients may be in Lithuanian, English or any other language specified by the FBC. If the documents submitted to the FBC are drawn up abroad, the FBC has the right to require that they be legalised and/or certified by an apostille and/or translated into the Lithuanian language and/or that the translation be certified by a notary public or a sworn translator. Until the FBC's request has been complied with, the FBC may consider that the documents have not been submitted to the FBC.
15. In the cases set out by the FBC, the documents provided by the Client must be prepared in accordance with the form and content prescribed by the FBC.
16. The FBC shall have the right to request other persons, including public authorities, to provide information at their disposal as to the authenticity of the documents submitted to the FBC and their content. The Client is aware that the FBC may contact other persons to verify the authenticity of the submitted documents and their contents and shall not make any claim for non-compliance with the Client's or his/her/its representative's instructions until the information about the verification is received.

*Representation*

17. The Client may be represented by a representative when concluding the Agreement or using the Services, but in order to protect the legitimate interests of the FBC and/or the Client, the FBC shall have the right to require that the Agreement be concluded, or the Services be used, by the Client personally (e.g. when ordering the execution of a high-value transaction).
18. The Client's representative must provide the FBC with proof of the representative's authority. The FBC shall have the right to verify the authenticity of the authorisations and identity documents of the Client's

representative and, during the verification period, to temporarily refrain from carrying out the instructions of the Client's representative.

19. A Client, who is a natural person, may only dispose of FIs owned jointly by him/her and his/her spouse by acting jointly with his/her spouse. If the Client is acting alone, the Client must provide a power of attorney from his/her spouse, in accordance with the requirements of the law, giving the Client the right to dispose of such FIs.
20. Information about the Client, which is a legal entity, may be provided by the body (member of the body) acting on behalf of the Client or its duly authorised representative.
21. The authority granted on the Client's representative must be clearly stated. In case of doubt as to the limits of the authority/rights granted to the Client's representative, the FBC may consider that the Client's representative has not been granted authority and refuse to provide the Services.
22. The FBC shall have the right, but not the obligation, to contact the Client and request confirmation of the Services requested by the Client's representative if, in the FBC's opinion, such confirmation is necessary to safeguard the interests of the FBC and/or the Client (e.g. if the Client's representative submits an order to execute a high-value transaction). The Client shall have no claim against the FBC if the Services are not provided following failure to contact the Client and/or obtain confirmation.

#### **IV. CLASSIFICATION OF CLIENTS INTO CATEGORIES**

23. The FBC shall classify Clients as retail Clients, professional Clients or eligible counterparties and shall specify the Client's category in the Agreement or separately notify the Client of the category to which the Client is classified.
24. The FBC shall determine the category of the Client in accordance with the FBC's Client Categorisation Rules.
25. If the Client is classified as a professional Client, he/she shall not be subject to the investor protection arrangements provided for in Article 29 (except paragraphs 5–8), Article 30, Article 33 and Article 34(1) of the Law, unless the Parties agree otherwise.
26. If the Client falls within the category of an eligible counterparty, the FBC shall be entitled to provide the services provided for in the Law without complying with the obligations set out in Articles 29 (except paragraphs 5–8), Article 30, Article 33 and Article 34(1) of the Law. The Client's consent to the Client's classification as an eligible counterparty may be expressed by the Client's signing of the Agreement, which specifies that the Client has been classified as an eligible counterparty.

#### **V. ASSESSMENT OF SUITABILITY AND APPROPRIATENESS**

27. The FBC shall, in the cases prescribed by the legislation, collect information on the Client's knowledge and experience in the field of investment related to specific Investment Services and/or FIs, as well as information on the Client's financial situation and the investment objectives the Client pursues in using the Investment Services. For this purpose, the FBC has the right to request the Client to provide the necessary information by completing a form prepared by the FBC.
28. The Client must ensure that the information provided to the FBC about the Client, his/her knowledge and experience, investment objectives, financial situation and other information to be provided by the Client in connection with the provision of Services is correct and complete. If the Client provides inaccurate or incomplete information or fails to update any information that has changed, the FBC shall not be able to assess whether the Investment Services and/or FIs provided to the Client are suitable or appropriate.
29. Based on the information provided by the Client, the FBC shall assess, in accordance with the applicable legislation, whether specific Investment Services and/or FIs are suitable or appropriate for the Client only in cases where the legislation provides for the mandatory assessment.
30. If the Client fails to complete the form prepared by the FBC to collect the information referred to in this Section and/or fails to submit the form and/or submits an improperly completed form, the FBC shall have the right to refuse to provide certain Investment Services to such Client. If the Client fails to provide information or provides incomplete, misleading or untrue information, the FBC shall not be able to carry out an

assessment of the appropriateness of the Investment Services, the transactions to be concluded or the FIs to be acquired for the Client.

31. The FBC shall rely on and be guided by the information provided in the Client's form and shall not be obliged to verify it, unless the FBC is aware that the information is manifestly out of date, inaccurate or incomplete. Although the FBC is not obliged to verify the accuracy of the information provided by the Client in the form, at the request of the FBC, the Client undertakes to provide the FBC with the documents supporting the information provided in the completed form.
32. If the information provided in the form changes, the Client must inform the FBC immediately and provide the FBC with the updated information.
33. The FBC shall use the most recent information provided by the Client or the Client's representative to the FBC when providing the Services to the Client. Any representative of the Client who has the right to use the Investment Services of the FBC on behalf of the Client shall be entitled to provide information about the Client, who is a legal entity, to the FBC. If the Client provides inaccurate or incomplete information or fails to update the information provided to the FBC, the FBC shall not be able to assess whether the Investment Services and/or FIs provided to the Client are suitable and/or appropriate for the Client, and in such case, the Client shall be liable for all consequences arising from his/her actions.
34. The FBC shall have the right to periodically request the Client to update the information provided by completing and submitting an updated form to the FBC. The Client is aware and understands that if the Client fails to update the information within the deadlines set by the FBC and/or the Client fails to confirm that the information previously provided is unchanged, the FBC may refuse to provide Investment Services to the Client.
35. In the case of professional Clients and eligible counterparties, the FBC shall presume that the relevant Client has sufficient knowledge and experience with respect to the relevant FIs or Investment Services to place the relevant Client in this category.
36. Where the FBC provides an FI portfolio management or investment advice service to a professional Client or eligible counterparty, the FBC shall presume that such Client is financially capable of bearing any associated investment risks consistent with his/her investment objectives.

## **VI. PAYMENT**

37. The Client shall pay for the services provided by the FBC in accordance with the procedure set out in these Terms and Conditions and the Agreement.
38. The Client undertakes to pay the FBC for the use of the Services immediately after the provision of the Services, unless otherwise specified in the Agreement and/or the Price List.
39. The Client shall also be liable for all other costs incurred by the FBC in connection with the proper performance of the Agreement, the refunding of fees or the recovery of debt under the Agreements and/or other costs incurred by the FBC in providing the services under the Agreement.
40. The Client is also responsible for the payment of all taxes in relation to the FIs and for filing the necessary tax returns and other documents with the relevant authorities. The FBC shall not be liable for the Client's losses resulting from non-payment, late payment of taxes or failure to provide the required documents.
41. The Client shall pay the amounts due in euros. If currency conversion is required, currency conversion fees shall be borne by the Client. The FBC has the discretion to choose the currency conversion rate from the exchange rates published by banks.
42. Amounts due shall be deemed to have been paid when the funds are credited to the account specified by the FBC.

## **VII. PROVISION OF INFORMATION**

### *Language*

43. Any communication between the Client and the FBC shall be conducted in Lithuanian, English or any other language specified by the FBC. If communication with the Client is conducted in a language other than Lithuanian, the Agreement shall specify the language to be used for communication between the Client and the FBC. The Client may receive the documents prepared by the FBC related to the provision of the Services in Lithuanian. Documents made available to the Client by means of an online link may, at the discretion of the FBC, be made available in other languages.

*Status of information*

44. The information provided by the FBC has different legal status and terms of provision. The information provided by the FBC may include:
- 44.1. (factual) information such as the price of the FIs on the regulated market, material events, announcements of transactions by the issuers' management, etc.
- 44.2. general recommendations (marketing messages), such as research or other information about the issuer and/or the FIs issued by the issuer, including an opinion on their current or future value or price. It should be noted that general recommendations are provided publicly (online) without taking into account the personal characteristics or information of the Client. General recommendations (marketing messages) provided only to the public (on a public website) are not personal recommendations.
45. The FBC may provide information prepared by third parties (general recommendations, investment research, commentaries, opinions, etc.). In this case, the FBC shall not be liable for the relevance, completeness or accuracy of the information prepared by third parties.

*Methods of information provision*

46. All information provided by the FBC to Clients or potential Clients shall be provided in electronic format (email, Client Area, etc.), unless the retail or potential retail Client requests that the information be provided in paper form.
47. The FBC shall provide all information and documents personally addressed to the Client to the email address specified by the Client or in the Client Area or, in the case referred to in paragraph 46 of the Terms and Conditions, in paper form, upon the Client's arrival at the FBC's office, unless otherwise specified in the Agreement.
48. Information and documents which are not addressed personally to the Client shall be made public by the FBC on the FBC's website and/or sent to the Clients by email or made available in the Client Area or, in the case referred to in paragraph 46 of the Terms and Conditions, in paper form, upon the Client's arrival at the FBC's office, unless otherwise specified in the Agreement.
49. Where legislation or the Agreement provides for more than one method of providing the information, the FBC shall have the right to provide the information in any one method at its choice.
50. At the Client's request and for a fee set by the FBC, the information may be provided by other means (post, registered post, courier, etc.).
51. Information that has already been provided to the Client free of charge in accordance with the legislation, the Terms and Conditions and/or the Agreement may be provided again for a separate fee set by the FBC.

*Information on costs and charges*

52. Information on the fees charged by the FBC is available in the Price List.
53. Ex ante illustrative information on costs and charges (i.e. how costs and charges may affect the Client's return on investment) is made available to the Client in the Advance Disclosure of Costs and Charges (on the FBC's website or, on request of a retail Client, at the FBC's office). This information is provided based on model terms and conditions (e.g. model investment amount, investment period and performance scenarios). In the event that the costs and charges of an FI purchased by the Client are contained in a KID, only the KID relating to the relevant FI shall be provided to the Client accordingly.
54. In periodic reports, once every year, the FBC shall provide the Client with factual (ex-post) information on the costs incurred by the Client in relation to both the FIs and the Services provided by the FBC. Such information

shall be based on the Client's actual costs incurred and shall be personalised to the Client. The FBC shall provide this information by 31 March each year.

*Reports*

55. The FBC shall provide the Clients with information on the Services provided within the time limits set out in these Terms and Conditions, the Agreement and/or the applicable legislation.
56. The content of mandatory notifications, information and reports is determined by law. Where permitted by law, the content of notifications, information and reports is determined by the FBC.
57. The Client must review the information received from the FBC and inform the FBC immediately if any errors or inaccuracies are noted.
58. Where the content of the information provided by the FBC to the Client changes and such change is material, the FBC shall inform the Client thereof without delay, but not later than within 5 business days.

*Recording communications*

59. The FBC shall have the right to record conversations or store electronic communications with the Client and the Client acknowledges that he/she has been informed thereof and agrees to this.

**VIII. OBLIGATIONS OF THE CLIENT**

60. The Client undertakes to:
  - 60.1. provide the FBC with such documents and data as the FBC may request in accordance with the applicable legislation and/or internal procedures;
  - 60.2. ensure that the information provided to the FBC about the Client, the Client's investment objectives, the Client's financial situation and any other information provided by the Client to the FBC in connection with the provision of the Services is correct and complete (where it is required to provide such information);
  - 60.3. if the Client, who is a natural person, has submitted to the FBC a power of attorney from his/her spouse to dispose of the FIs owned jointly by the Client and his/her spouse, and such a power of attorney ceases to be valid for any reason whatsoever (the power of attorney is revoked, the term of the power of attorney expires, etc.), the Client undertakes to immediately inform the FBC thereof in writing. If the Client fails to comply with this obligation, the Client assumes all risks and must indemnify the FBC for any losses incurred by the FBC as a result;
  - 60.4. The Client undertakes to immediately inform the FBC in writing of the revocation or termination of the rights of any representative of the Client to represent the Client in the performance of the Agreement. If the Client fails to comply with this obligation, the Client assumes all risks and must indemnify the FBC for any losses incurred by the FBC as a result;
  - 60.5. if the Client is a legal entity applying to the FBC for the provision of Investment Services to it, such entity must have and provide the FBC with a valid legal entity identifier (LEI). If the Agreement with a legal entity does not contain its LEI and/or the legal entity no longer has a valid LEI, the FBC shall have the right to refuse to provide Investment Services to such legal entity and/or to refuse to provide Investment Services to such legal entity until the legal entity obtains and submits to the FBC a valid LEI;
  - 60.6. duly fulfil the other obligations set out in the Agreements concluded with the FBC.

**IX. LIABILITY**

61. The liability of the parties shall be determined in accordance with these Terms and Conditions, the Agreement and/or applicable legislation.
62. The parties agree that the liability of the parties under the Agreement shall be limited. Neither party shall be liable to the other party for any loss suffered by the other party as a result of the non-performance or

- improper performance of this Agreement, except in cases provided for by law where agreements on limitation of liability are not possible.
63. The parties shall be exempted from liability in the event of improper performance of the Agreement due to force majeure. Force majeure shall be understood as defined in the law of the country where the FIs and/or funds are kept, or where the Services should have been rendered and/or the transaction should have taken place.
  64. In the provision of the Services and for the purpose of safeguarding the Client's interests, the FBC shall be guided by the principles of fairness, reasonableness and good faith, and shall exercise the same degree of care as is expected from a professional providing the relevant Services.
  65. The FBC shall not be liable for the Client's losses incurred as a result of the FBC's failure to provide a Service to the Client.
  66. The Client understands that transactions in FIs involve risk. By entering into such transactions, the Client assumes the risk of potential losses and shall not make any claims against the FBC in respect of losses incurred.
  67. The FBC shall not be liable for investment losses incurred by the Client, i.e. losses caused by adverse developments in the FI markets, changes in exchange rates, inflation and other risks.
  68. The FBC has no control over the power supply, the reliability of the Internet access, the strength of the connection, the routing of the transmission of information over the Internet, or the configuration of the Client's equipment, and shall not be liable for any damages suffered by the Client, or for the loss of information, personal data or any other adverse consequences arising out of, or in connection with, the failure of any of the transmission or communication systems, or the failure of any of the computing, communications, trading systems, or the failure of any of the software used in connection therewith.
  69. The FBC shall not be liable for any change in the tax environment, the solvency of the issuer or any third party, the operation of the regulated market operator and/or settlement system and shall not be liable to indemnify the Client for any losses incurred by the Client as a result of any act or omission by the issuer, its representatives, paying agents, regulated market operators and/or settlement systems or any other third party, or for the FBC's actions, if any, that are taken by the FBC reasonably in response to the third party's act or omission.

**X. INFORMATION ON THE INSURANCE OF LIABILITIES TO INVESTORS**

70. The insurance of liabilities to investors covers the FBC's obligations to return the FIs to its Clients, irrespective of the currency in which they are denominated, and/or money in all currencies.
71. The sum insured is equal to the liabilities of the FBC to the Client as at the date of the insured event but shall not exceed EUR 22,000. For the purpose of calculating the insurance claim, the liabilities to the investor shall include only those of the Client's FIs and sums of money that the FBC is unable to return to the Client.
72. In calculating the amount of the liabilities to investors insurance claim, all FIs and monies of a single Client that the FBC is unable to repay to the Client shall be aggregated, but the total amount of the liabilities to investors insurance claim for a single investor shall not exceed the amount set out in paragraph 71 of these Terms and Conditions.
73. Insurance of liabilities to investors does not cover the FBC's liabilities to the following entities: the Bank of Lithuania, credit institutions, brokerage firms, financial institutions, insurance and reinsurance undertakings operating in accordance with the Law on Insurance of the Republic of Lithuania, pension funds, collective investment undertakings.
74. Examples of circumstances and claims that are exempted from the insurance scheme:
  - 74.1. insurance of liabilities to investors does not cover investment risks. If the issuer does not redeem the FIs or if the value of the FI purchased is impaired, the insurance of liabilities to investors shall not apply;

- 74.2. The Client is entitled to the liabilities to investors insurance claim from the date of the insured event. An insured event is the opening of bankruptcy proceedings against the FBC or the decision of the supervisory authority to declare the FBC insolvent, where the FBC is unable to meet its liabilities to investors for reasons related to its financial situation and there are grounds to believe that it shall not be able to do so in the near future.
75. For more information on the insurance of liabilities to investors, please refer to the document *Information on the insurance of liabilities to investors*.

**XI. FINAL PROVISIONS**

76. The FBC may make changes to the Terms and Conditions and/or other Documents with at least 30 calendar days' notice of the changes to the Terms and Conditions and/or other Documents by publishing it on the FBC's website, unless otherwise agreed in the Agreement concluded with the Client. A notice of the changes to the Terms and Conditions and/or other Documents given in this manner shall be deemed to have been duly given and delivered to the Client, except for the cases stipulated by law where the FBC is obliged to notify the Client of the changes in writing in person. If, within 30 calendar days after the notice of changes to the Terms and Conditions and/or other Documents has been given, the Client does not submit a written request to terminate the Agreement or the provision of a particular Service and/or continues to use the Services, it shall be deemed that the parties have agreed on the changes and the Client shall not have the right to raise any subsequent objections or claims to the FBC with respect to such changes.
77. Disputes between the parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania before the competent court of the seat of the FBC.
78. The Client shall have the right to assign its rights and obligations under these Terms and Conditions and/or specific Agreements only with the prior written consent of the FBC.
79. In the event of any conflict between these Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.