

# **Customer Relationship**

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## **PROVISION OF SERVICES**

### **1 PURPOSE**

1.1 The purpose of the procedure is to determine:

- The procedure for establishing a Customer Relationship and concluding a Customer Agreement, including the procedure for creating and personalizing a User Account and the grounds for refusing to establish a Customer Relationship;

### **2 RESPONSIBILITY**

2.1 The Management Board is responsible for checking the correspondence of the procedure to the legal requirements and proper compliance with them.

2.2 The procedure is mandatory for all Managers and Employees.

### **3 CUSTOMER RELATIONSHIP**

3.1 The Company has the right to decide with whom to establish a Customer Relationship and enter into a Customer Agreement. When making a decision, the Company fully considers all the circumstances that may lead to the Company refusing to establish a Customer Relationship and enter into a Customer Agreement.

3.2 In order to establish a customer relationship, the Customer must perform the following actions, in the following order or in another order permitted by the Company:

3.2.1 create a corporate User Account in accordance with clause 4.3 of the Procedure;

3.2.2 when using himself or herself and the representative, also establish the identity of his or her representative and the basis for the right of representation of the representative in accordance with clauses 4.4 and 4.5 of the Procedure;

3.2.3 enter into a Customer Agreement in accordance with clause 4.6 of the Procedure;

3.2.4 personalize the User Account in accordance with clause 4.7 of the Procedure.

3.3 The Customer creates a User Account in the Onboarding Environment using an ID card, Mobile ID, Authenticator, or similar tool, which allows to uniquely identify the Customer or the User Account is created by the Company in the onboarding portal apart from biometric verification.

3.4 The identity of the Client and, if necessary, his / her representative and the basis of the representative's right of representation shall be established in accordance with the Company's

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Procedure for the Prevention of Money Laundering and Terrorist Financing and the Application of Financial Sanctions (Procedure 6).

3.5 Based on the information about the Customer submitted by the Customer upon establishment of the Customer Relationship and other publicly available information to the Company, the Company collects additional information about the Customer in accordance with its internal rules and legislation and requires the Customer to provide additional information and documents.

3.6 After the Client and his / her representative has established the identity of the Client's representative and the basis for the right of representation, as well as identifying the source and proof of funds, the Client shall be provided with the terms and conditions of the Client Agreement, displaying them in the Client Environment, offering the Client the option to download the Client Agreement and Master Sale and Purchase Agreement. The Company will not allow the Customer to continue the process of establishing a Customer Relationship until the Customer has confirmed that he or she agrees to the terms and conditions of the Customer Agreement and the conclusion of the Customer Agreement. The terms and conditions of the client agreement shall be established by a resolution of the Management Board based on the requirements provided by legislation.

3.7 If the Client Agreement is entered into by the Employee in the same place as the Client, the Client confirms his / her acceptance of the terms and conditions of the Client Agreement by electronically signing the Client Agreement. The Employee, in turn, confirms with his / her digital signature the identification of the Customer and the conclusion of the Customer Agreement with the Customer in accordance with the Company's internal rules and legislation and activates the User Account.

3.8 The Company refuses to establish a Customer Relationship:

3.8.1 a natural person or a representative of a legal person who does not have the document required for identification;

3.8.2 a natural person or a legal person whose address of residence is located in the countries listed in Annex 1, Annex 2 and Annex 3 to the Procedure for Financing Money Laundering and Terrorism and the Preparation of International Sanctions;

3.8.3 a natural person or a representative of a legal person who is not at least 18 years old;

3.8.4 a legal person registered or having its registered office in a country or territory listed in Annex 1, Annex 2 and Annex 3 to Procedure 6;

3.8.5 a trust, partnership or other such contractual legal entity;

3.8.6 a person who does not confirm that he is the Actual Beneficiary when using the Company's services;

3.8.7 a person who does not confirm that he is not and that his representative and the Actual Beneficiary is not a Person with a State Background;

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3.8.8 a person who is not open in his / her own name in a credit institution or financial institution located in a Contracting State of the European Economic Area or in a third country that is subject to national supervision in a country equivalent to Directive (EU) 2015/849;

3.8.9 a person who does not have an activity license to operate as a credit or financial institution, but whose main and permanent economic activity through the Company or through the Company is similar to or corresponds to the provision of financial services requiring an activity license;

3.8.10 a person in respect of whom money laundering or Terrorist Financing is suspected or who is or has been involved in traditional sources of income of organized crime;

3.8.11 a person who is entered in the List of Subjects of a Financial Sanction;

3.8.12 a person who does not provide the Company with the necessary information on the purpose of the transaction;

3.8.13 intentionally or due to gross negligence provided incorrect or incomplete information or documents to the Company or refuses to provide the Company with the information or documents required pursuant to the Customer Agreement or legislation (incl. Prevents the application of due diligence measures).

3.9 The Company has the right to refuse to establish a Customer Relationship with a person who is:

3.9.1 (has been) significantly or repeatedly delayed in performing its obligations to the Company; and / or

3.9.2 has caused direct or indirect damage to the Company or a real threat of damage or has damaged the reputation of the Company.

3.10 During the process of establishing the Customer Relationship, the Company checks the Customer's compliance with the conditions set out in the Procedure on the basis of the data, documents and confirmations provided by the Customer and checks the Customer without delay, but in any case before the Customer Agreement is deemed concluded.

3.11 If the Company identifies the basis for refusing to establish a Customer Relationship in the Customer Environment when servicing the Customer, the person will be shown a corresponding error message in the Customer Environment and will not be allowed to continue the Customer Relationship creation process and enter into the Customer Agreement.

3.12 The Customer Relationship shall be deemed established and the Customer Agreement shall be deemed concluded between the Company and the Customer and binding on the parties from the moment all the following conditions are met:

3.12.1 A corporate User Account has been created for the Client;

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3.12.2 When using the client and the representative, the identity of the representative and the right of representation have been established in accordance with the requirements;

3.12.3 the Client has agreed to the terms and conditions of the Client Agreement and the conclusion of the Client Agreement;

3.12.4 the Client has submitted to the Company all data and documents required in accordance with the Internal Rules and legislation;

3.12.5 the Customer's User Account is personalized in accordance with the requirements;

3.12.6 there are no grounds for refusing to establish a Customer Relationship;

3.12.7 The Company has confirmed the conclusion of the Customer Agreement.

3.13 When establishing a Customer Relationship, the Company collects at least the following information about each Customer:

3.13.1 Name of the Customer;

3.13.2 Customer's personal identification code or registry code. In the absence of a personal identification code, date and place of birth;

3.13.3 Country of residence or domicile of the Client;

3.13.4 Customer's contact address;

3.13.5 Customer's telephone number;

3.13.6 Customer's e-mail address;

3.13.7 Customer's field of activity;

3.13.8 the same information about the Client's representative as about the individual Client;

3.13.9 the basis for the right of representation of the Client's representative;

3.13.10 the Client's confirmation that he / she, in the case of a legal entity, his / her Actual Beneficiary and his / her representative, is not a Person with a State Background;

3.13.11 in the case of a natural person, the Client's confirmation that he or she is the Actual Beneficiary and in the case of a legal entity, information on the ownership and control structure of the Client and the Actual Beneficiary.

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3.14 When establishing a Customer Relationship, the Company shall collect at least the following documents about the Customer:

3.14.1 a copy / photograph of the identity document (facial image) used by the natural person's Client or the legal person's Client's representative in the course of identification;

3.14.2 in the case of a legal person, a printout of the registry card and / or a documentary confirmation confirming the continued operation of the legal person;

3.14.3 in the case of a legal entity, inquiries about related parties indicated by the Client;

3.14.4 if an authorized representative is used, the corresponding power of attorney. At the request of the Company, the Client with a foreign residence or his / her representative must submit a notarised or equivalent document certifying his / her authority, which is legalized or certified with a certificate (apostille) replacing legalization, unless otherwise provided by an international agreement.

3.14.5 a In case of a legal corporate entity copy of source of funds and proof of funds as issued as per the needs of the onboarding. The firm will collect 3 months bank statements or 12-month management accounts or last audited financial accounts.

3.15 The Customer Agreement entered into between the Company and the Customer shall be made available in the Customer Environment in a form that allows the Customer to reproduce it in writing. The Company guarantees the Customer free access to the terms and conditions of the Customer Agreement at any time.

3.16 The Company retains the data and documents collected about the Customer upon establishing the Customer Relationship and the Customer Agreement entered into between the Company and the Customer in accordance with the procedure for maintaining the Company's databases and handling data and internal information and documents.