

Client Account Number:	Account Opening Date:	ANNEX 1 To the General terms and conditions for the provision of brokerage and ancillary services
ACCESSION AGREEMENT TO THE GENERAL TERMS AND CONDITIONS FOR THE PROVISIONS OF BROKERAGE AND ANCILLARY SERVICES	Number of Agreement:	Date of Agreement:

WISE WOLVES FINANCE LTD, a private company limited by shares, operating and existing under the laws of the Republic of Cyprus, with registered number HE 361580 and registered office address at: 30B Gladstonos, 3041 Limassol, Cyprus, regulated by the Cyprus Securities and Exchange Commission (License № 337/17), represented by its Director [REDACTED], acting on the basis of Memorandum and Articles of Association, (hereinafter referred to as the “Broker” or “the Company”),

and

[REDACTED], incorporated under the laws of [REDACTED], registered number [REDACTED], with registered office address at [REDACTED], represented by [REDACTED], acting on the basis of Articles of Association (hereinafter referred to as the “Client”).

Hereinafter referred to individually as the “Party” and collectively as the “Parties” has entered into this agreement (hereinafter referred to as the “**Accession Agreement**”) on the following terms and conditions:

1. SUBJECT

In accordance with this Accession Agreement and under the terms and conditions set forth below, the Broker shall **(i)** execute Orders submitted by the Client **(ii)** provide Custody Services in relation to the Financial Instruments **(iii)** do any other legal and actual acts necessary for the performance of this Agreement.

2. DEFINITIONS

The terms starting with a capital letter in this Accession Agreement shall have the same meaning as they are given in the General Terms and Conditions for the provision of Brokerage and Ancillary services (hereinafter referred to as the “**General Rules**”) available at the Company’s website <https://wise-wolves.finance/>.

3. ACCESSION

The Client hereby executes this Accession Agreement to become subjected to the Broker’s General Rules, Annexes, Exhibits and Appendixes as well as Broker’s policies and guidelines as amended, specified or modified from time to time (hereinafter collectively referred to as “**Terms of Business**”) and to enter into contractual relationships with the Broker on all terms and conditions specified herein.

The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Broker informing the Client that it has been accepted as the Client and an Account for the Client has been opened in the internal records systems of the Broker.

This Agreement shall remain valid until its termination.

4. TERMS OF BUSINESS

The Client agrees that its legal relationship with the Broker is governed by all the Terms of Business which shall be considered as an integral part of this Accession Agreement.

By signing of this Agreement the Client confirms that it has carefully **read, understood, fulfilled** and **accepted** the Broker’s up-to-date Terms of Business which are available at the website <https://wise-wolves.finance/>, including:

- General Terms and Conditions for the provision of brokerage and ancillary services;

- WWF Privacy Policy;
- Brokerage Services Fee Schedule;
- WWF Best Interest and Order Execution Policy;
- Complaints Management Policy;
- Conflicts of Interest Policy;
- Client Classification Policy;

The Client confirms that it has read and understood the “Risk Warning Statement” available at the Company’s website <https://wise-wolves.finance/> and agrees to read and accept the “Risk Warning Statement” each time before he will give any Order related to the Financial Instruments.

The Client hereby agrees and confirms that it has received a copy of, understood and agree with Terms of Business mentioned under this Section.

5. AMENDMENTS

The Client agrees and acknowledges that the Broker is entitled to amend, alter, vary or supplement any documents mentioned in Section 3 of this Agreement at any time and under any circumstances for various reasons provided that a new version of the relevant document will be published and made available on the Company’s website.

6. COMISSIONS

The Client acknowledges that it is liable to pay to the Broker commission for rendering brokerage and other ancillary services as well as make other payments, reimburse the Broker for any expenses incurred by the Broker in connection with the services provided under this Agreement.

7. SAFEGUARD OF CLIENT ASSETS

The Broker will promptly place any Client’s Assets received into one or more segregated accounts with reliable financial organizations and always will keep them separated from its own assets. Such safekeeping is based on the principles of securing the integrity of Client Assets, guaranteeing the Client’s property rights to such Assets and its realization.

The Company may hold Client Assets and the Assets of other clients in the same account opened with the third financial organization (omnibus account), provided that the Broker will maintain an internal records system in order the separate the Assets of the Client from the Assets of other clients.

The Broker will perform a periodic reconciliation of all accounts and keep information on the balances up to date.

8. WARRANTIES OF THE CLIENT

Client hereby represents and warrants to the Broker that:

- a) The Client is either (i) a legal entity duly formed and validly existing in accordance with the laws of the country of its incorporation (for legal entities)/ or (ii) a citizen/resident of the state as specified in the Client’s Application Form (for individuals).
- b) The Client has the full power and authority to accept, deliver and perform this Accession Agreement, and that the Client’s execution and performance of this Accession Agreement does not violate any provision of the Applicable Law or Client’s constitutional documents or any agreement to which the Client is a party, or which is binding upon the Client.
- c) The Client is authorized to engage into a business relationship with the Company and appoint it as a broker in respect of the Financial Instruments, and has obtained all necessary licenses, authorizations and approvals, as may be prescribed by the Laws.
- d) The Client acts on its own behalf, for its account and not for, or in the interest of, any Third Party in giving Instructions or engaging in the Transactions.

- e) The Client Assets are freely disposable and clear from any rights, claims, interests of any third person or any encumbrance, unless otherwise agreed by the Parties in writing.
- f) The Client acknowledges and accepts that it shall provide the Broker with all the necessary information and documents requested by the Broker in accordance with the Law 188(I)/2007 for the prevention of money laundering and financing of terrorism as further amended (“AML Law”). The Client shall also provide the Broker with any other information, including financial information, which the Broker may reasonably request from time to time;
- g) All information provided by the Client under the Terms of Business is complete, true and correct and no part of it could be treated as misleading.
- h) By signing this Accession Agreement and/or giving any Orders to the Broker, the Client confirms that it has relied solely upon its own evaluation of the terms hereof or upon advice from its independent professional advisors and has not relied and will not rely on any statements, advice or recommendation of the Broker with respect of the suitability of the Accession Agreement to the Client.

These warranties are considered to be repeated in the representation by the Client each time upon the Order/Instruction is given by the Client to the Broker under the Terms of Business.

9. REPORTING TO THE CLIENT

All executed Client Orders, transactions and operations under the Client’s Account (if any) shall be confirmed by the Broker by sending to the Client the relevant Report (Client Order, Trade Confirmation or/ and Statement of Client Account) not later than at the end of next Business Day after the day of relevant transactions, operations or execution of the Order.

10. COMMUNICATIONS

Unless specified otherwise under the Terms of Business, any communication and notices, exchanged by the Parties shall be made in written form, which means that such notice or communication shall be executed in the form of either (i) hard copy of the original written document or (ii) an e-mail message sent to the other Party, or (iii) through the Personal Account.

Communication with the Broker should be effected using the contact details specified in the General Rules, as may be amended from time to time. The Client hereby acknowledges and agrees that the placement of information and documents on the website of the Broker is hereby agreed as an appropriate way of informing the Client.

Communication with the Client should be effected using the contact details of the Client set forth in the Client Application Form. Each Party should promptly notify the other Party of any changes in its contact information by sending an appropriate written notice.

11. LIABILITY & OBLIGATIONS

The Client acknowledges that it is obliged to inform the Company immediately about any material changes affecting the financial situation of the Client, the breach of Client’s contractual obligations under the contracts of Client, or any other circumstances that could alter the ability of the Client to exercise its rights and duties provided under the Brokerage Services Terms & Conditions.

12. TERMINATION

Unless otherwise provided by the Terms of Business between the Parties, this Accession Agreement may be terminated (i) by the mutual agreement between the Parties, (ii) by either Party giving 5 (five) Business Days termination notice to the other Party.

13. DATA PROTECTION

On 25th of May 2018, the broker became subjected to the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as the “GDPR”), which puts safeguards into the Company’s process in the way Personal Data is protected. The GDPR is the EU regulation on data protection and privacy for all individuals within the European Union and the European Economic Area. This was an essential step to strengthen Client’s fundamental rights and to enhance legal certainty.

The Client hereby declares that it has read and understood the WWF Privacy Policy which regulates the collecting and processing of the provided Personal Data by the Company.

The Client acknowledges the legal basis for the collecting and processing of its Personal Data by the Company as specified under the WWF Privacy Policy provided to the Client.

The Client declares that the information provided by it to the Company is fully accurate and that the Client is responsible to inform the Company immediately on any changes in the information or documentation provided by the Client.

Where the Client is a legal entity, it declares that it has collected all the necessary consents from affected data subjects within its structure as per GDPR requirements before the actual provision of any kind of personal data to the Broker and by providing the personal data to the Broker, the Client does not violate any provision of GDPR or any other applicable laws within the European Union in relation to the protection of personal data and privacy.

The Client consents for the CCTV recording where appropriate as described under the WWF Privacy Policy.

The Client authorizes the Broker to transfer the provided Personal Data within the Wise Wolves Group, within the European Economic Area, and outside of the European Economic Area (where such transfer is subject to the specific arrangement for the provisions of services between the Broker and the Client) as described under the WWF Privacy Policy.

14. COMPLAINTS AND DISPUTES

All complaints and disputes will be dealt with by the Broker, and all our employees and staff will be required to co-operate in the investigation of any complaint or dispute.

Any complaint or dispute should be notified to the Broker in writing, and sent to the Compliance Officer, together with all details and supporting documents.

The Client's complaint will be treated in accordance with the Complaints Management Policy mentioned under Section 3 of this Accession Agreement and available at the Broker's website.

The Complaint may be submitted by post, fax, e-mail, delivering in person and via WWF Personal Account:

- 1) Fax +357 25 355 233
- 2) E-mail back-office@wise-wolves.com
- 3) At the registered address: 30B Gladstonos, 3041, Limassol, Cyprus

If the Client is still not satisfied after following the Broker's complaints handling procedure, it may subsequently be entitled to complain directly to the Financial Ombudsman of the Republic of Cyprus:

Contact Details of the Financial Ombudsman of the Republic of Cyprus:

Website: <http://www.financialombudsman.gov.cy>

Telephone: +357 22 848 900

Fax: +357 22 660 584, +357 22 660 118

Email: complaints@financialombudsman.gov.cy

Postal Address: P.O. BOX: 25735, 1311 Nicosia, Cyprus

15. ASSIGNMENT

The Broker may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Accession Agreement or the performance of the entire Agreement subject to providing 15 Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Broker with a third party, reorganization of the Broker, winding up of the Broker or sale or transfer of all or part of the business or the assets of the Broker to a third party.

It is agreed and understood that in the event of transfer, assignment or novation described above, the Broker shall have the right to disclose and/or transfer all Client Information (without limitation personal data, recording, correspondence, due diligence and client

identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money and Financial Instruments as required, subject to providing 15 Business Days prior Written Notice to the Client.

The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under this Accession Agreement.

16. APPLICABLE LAW

This Accession Agreement shall be construed and interpreted in accordance with the laws of the Republic of Cyprus. The Client and the Company hereto irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Cyprus in connection to any dispute arising from the terms of this Data Protection Schedule.

This Accession Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any of the Company's Introducer(s).

17. SIGNATURE

FOR AND ON BEHALF OF THE CLIENT:

Signature:		
Name:		
Position:		
Acting on the basis of:		
Date:		Seal (if any)