

ADDITIONAL AGREEMENT – ELECTRONIC SERVICES

1) **This document is an Additional Agreement to the Client Agreement** dated:

Between

MEGA EQUITY SECURITIES & FINANCIAL SERVICES PUBLIC LTD (Reg. No HE107394) **KEPEY** Licence number **011/03** at the registered address: 42-44 Griva Digheni Avenue, IBM Centrum Tower, 3rd Floor, 1080 Nicosia (hereinafter called "**The Company**") and

Mr/Mrs.

Identification Card No/ Passport No/Registration No
(hereinafter called "**The Client**")

with addendum of the following terms and conditions regarding the provision of Electronic Services for execution of transactions and services between the Company and the Client:

2) Introductory clauses

In this Agreement the following terms and expressions shall, except where the context otherwise requires, have the following meaning:

"Working Day" means days on which businesses conduct their activities in Cyprus;
"Charges" means commissions, charges, expenses, costs, fees and charges in relation to the Regulated Market, tax on transaction, fees and other charges of any kind;
"Information" means data, prices, news and other kind of information.

3) Provision of Electronic Services

a) The Client agrees that the services that will be provided to him/her upon the signing of this Agreement shall be the execution of transactions on the Regulated Markets. The Company shall not advise the Client as to the pros and cons of any transaction that the Client enters into using the Electronic Services and all of the Client's transactions will be based exclusively on the Client's personal judgement.

b) Without prejudice to the provisions of the paragraph 3(a) above:

(1) Despite the fact that the Electronic Services may give access to a number of suggestions as to how to invest in general, such suggestions should not be taken as recommendations or advice designed specifically for the profile and the objectives of any given Investor;

(2) The Client accepts the responsibility to determine the nature, possible value and the suitability of any investment strategy, transaction or Investment, and the Client will not rely on the Company for this purpose and when the Client uses the Electronic Services the Company shall under no circumstances bear any responsibility for any such determination.

c) The Client declares full capability to evaluate and understand the terms, conditions and risks of every transaction he/she enters into using the Electronic Services and the Client declares willingness and ability to accept the terms and conditions and to take on the risks (financial and/or otherwise).

4) Provision of Services

a) The Company will offer to the Client, under terms and conditions of this Agreement, services and information through the Company's own software, the Company's website and other electronic services that the Company may deem necessary to use from time to time (hereinafter jointly referred to as " Electronic Services") in order to allow the Client to enter "buy and sell orders" for Financial Instruments through the Company in a Regulated Market, from a computer that is connected via a telecommunications network.

b) The Client agrees to use the Electronic Services only according to the terms and conditions of this Agreement and acknowledges and accepts that:

(1) The Company may provide such Electronic Services (if possible) as it may at its absolute discretion from time to time deem suitable, and

(2) The Company may terminate the Clients access to the Electronic Services or part thereof at its absolute discretion without notice to the Client and without limitation.

c) The Client acknowledges that the orders to buy and sell Financial Instruments that he/she enters through the Electronic Services are transmitted unchanged directly to the Regulated Market without being checked and/or inspected by any representative of the Company. The Client agrees and accepts full responsibility for all the orders he/she will enter and releases the Company from any responsibility whatsoever that may arise from the execution of the orders the Client enters using the Electronic Services. The Client acknowledges that all orders are entered at his/he own risk.

5) Provision of information

a) The Company does not guarantee and does not in any way confirm the accuracy, completeness, timeliness or the correct order of the information which may be accessed via the Company. The Client hereby expressly acknowledges that there may be delays, omissions or inaccuracies in the information and expressly further acknowledges and agrees that neither the Company nor any other person that transmits or provides the information shall bear any responsibility regarding the accuracy, completeness timeliness and correct order of the Information, or for any decision or actions of the Client based of the Information or the Electronic Services or the interruption of any data, Information or part of the Electronic Services.

b) The Client expressly acknowledges that there is no expressed or implied guarantee in relation to the Information or any part of the Electronic Services including, but without limitation to the generality of the aforesaid, access to the Information and execution of orders. Without prejudice to the generality of the foregoing provisions, the Client expressly acknowledges that orders to buy and sell Financial Instruments via the Electronic Services shall not be executes on-line on a real time basis, until the Client is informed in writing, and that there is a delay between the time of reception of the order by the Company and the time of its execution.

INITIALS

6) Obligations and Guarantees

- a) The Client hereby expressly guarantee that neither the Company nor any person transmitting the Information (the "Relevant Person") shall under no circumstances bear any responsibility towards the Client or any third parties in respect of any loss including, but without limitation to the foregoing, loss of profit, transaction loss and damages, resulting coincidentally or indirectly from unsettlement, delay or loss of use of the Electronic Services that the Client may suffer in relation to the present Agreement, even if the Company or a Relevant Person has been informed of the possibility of such loss or damage.
- b) The Client expressly agrees that the Company's responsibility or that of any Relevant Person that arises from any kind of legal claim (contractual, civil or otherwise) in any way related to the Electronic Services or the Information, shall not exceed the amount that the Client have paid for the provision of the Electronic Services.
- c) The Client expressly agrees that neither the Company nor any Relevant Person shall bear any responsibility for any loss that arises from a case over which such persons have no direct control, including but without limitation to the foregoing, disruption in electrical or mechanical equipment or in the lines of communication, telephone lines or other connectivity problems, viruses, errors, configurations or compatibility problems with electro-mechanic equipment or software, interruption or a failure to achieve connection with the Internet, problems with Internet providers or other equipment or services related to the Client's computer, problems with an intermediary computer or a communications network or such facilities, problems with the data transmission equipment or the Client's telephone or his/her telephone service provider, unauthorised access, theft, user errors, extreme weather conditions, earth quakes, labour uprising or errors beyond the Company's control. The Company shall bear no responsibility for any damages to the Client's computer, software, modem, telephone or other property as a result of the use of the Electronic Services by the Client.
- d) The Client hereby agrees to support, indemnify and hold harmless the Company and the Relevant Persons against any and every law suit, legal actions, prosecution, claims for damages, losses, legal duties, costs and expenses, including but without limitation to the generality of the foregoing, legal costs, that arise from his/her breach of the terms of the present Agreement, any law or third party rights, including but without limitation to the generality of the foregoing, violation of any copyrights or proprietary rights.

7) Instructions and Communication

- a) Generally, all instructions for the execution of orders shall be transmitted to the Company via the Electronic Services. Once the Client's orders are sent or given, they are irrevocable unless the Company at its absolute discretion can and chooses to validate an instruction given by the Client to withdraw any order, provided such order has not been executed.
- b) The Company may accept orders in writing or by telephone means and may confirm such transaction in the same way.
- c) When the Client signs this Agreement the Company shall give him/her a "User ID" and a "Password" to his/her electronic account ("Electronic Account"). It is understood, that if on a day of signing of this Agreement the Client is already a user of the Electronic Services, then this Agreement shall replace the previous relevant contract and the Client shall keep and use his/her previous "User ID" with all the relevant passwords.
- d) The Client hereby agrees and declares that he/she shall be solely responsible to monitor his/her Electronic Account and that he/she:
 - (1) will be responsible for the safe keeping and use of his/her User ID and Passwords to the Electronic Account;
 - (2) will be responsible for all the orders that will be submitted through his/her User ID and Password to his/her Electronic Account and all orders that are received in this manner shall be deemed to have been received from the Client and
 - (3) All the orders shall be deemed to have been received at the time they are received by the Company and in the form they have been received.
- e) The Client undertakes to immediately notify the Company if he/she perceives:
 - (1) any deficit or the theft of his/her User ID and Password;
 - (2) any unauthorized use of his/her User ID and Password or the Electronic Services or any Information;
 - (3) any failure to receive a message that the order he/she sent through the Electronic Services has been received and/or executed through the Electronic Services;
 - (4) any failure to receive an accurate written confirmation of an order or its execution within the same day of its submission through the Electronic Services; or
 - (5) receives confirmation of an order he/she has not submitted, or any similar inaccurate or conflicting report, statement or Information.
- f) The Client hereby agrees:
 - (1) Not to transmit or forward orders for transactions to the Company using any electronic communications other than the electronic means specified by the Company for the submission of orders. The Client acknowledges that the Company shall not transmit orders for transactions in Financial Instruments that have been given by any other means of electronic communication unless they are orders that have been transmitted or sent via the specified electronic means;
 - (2) That he/she is bound by any consent given by the Client via the Electronic Services for the Company to supply him/her with notices, statements, transaction confirmations and other communication only via electronic transmission.
- g) The Client acknowledges that there may be unauthorized access by third parties to certain data, including email, electronic communication and financial information, when such data transmitted between the Client, the Company and the Relevant Persons via the Internet, other communications networks, telephone or other electronic means.
- h) The Client agrees to use software that have been developed by third parties, including but without limitation to the foregoing, "browser software" that supports a data protection protocol compatible to the one used by the Company. The Client further agrees to follow the Company's log-on procedures for the Electronic Services that are supported by such protocols.

INITIALS

The Client agrees that the Information is the Property of the Company or other persons and is protected by copyright legislation and that the Client shall not copy, transmit, sell, distribute, forward, circulate or commercially use the Information in any way without written consent of the Company.

9) Order and Transaction Statements

- a) The Client will receive information about the execution or the status of each order via the Electronic Services. This confirmation may include details of the amount that will be credited or debited to the client account and shall be payable immediately if demanded by the Company.
- b) The Client may have electronic access to his account's statements at all times provided that the accuracy of the statements is subject to the terms of this Agreement.

10) Declarations and Confirmations

- a) The Client declares and confirms (such declarations and confirmations are applicable and repeated by the Client every time he/she executes the transaction under this Agreement and until it is terminated), that:
 - (1) The Client has full capability and authority to execute this Agreement and every transaction deed or document related thereto and to honour his/her obligations that arise from this Agreement and every transaction;
 - (2) The Client shall not use the Electronic Services or the Company's website for any other purposes that may be illegal, offensive, indecent, threatening or libellous;
 - (3) The Client shall not use the Electronic Services or the Company's website for the purpose of legitimizing income from criminal activities ("money laundering").

IN WITNESS THEREOF, this Agreement has been signed by or on behalf of the Parties on the day and year state below:

Date:.....

SIGNED BY and on behalf of MEGA EQUITY SECURITIES AND FINANCIAL SERVICES PUBLIC LTD:	
Name: Nicolas Papacostas & Charis Charidemou	Identification Card No: 637973 / 643147
	SIGNATURE
WITNESS:	
Name.....	Identification Card No
	SIGNATURE

SIGNED BY and on behalf of the CLIENT:	
Name.....	Identification Card No
	SIGNATURE
WITNESS:	
Name.....	Identification Card No
	SIGNATURE