

Conditions of the trading platform LHV Broker

Valid from
01.10.2014

1. General provisions

- 1.1. The agreement on the use of the trading platform Broker (hereinafter the **Agreement**) regulates the relations between AS LHV Pank (hereinafter the **Bank**) and the Bank's customer (hereinafter the **Customer**) in the use of and in performing transactions via the trading platform LHV Broker.
- 1.2. These conditions of the trading platform LHV Broker (hereinafter the **Conditions**) shall form an integral part of the Agreement, and shall be applicable to the Agreement, unless otherwise agreed between the Bank and the Customer.
- 1.3. In issues not regulated by the Agreement, the Bank and the Customer shall be governed, in addition to the Conditions, by the Bank's General Conditions (hereinafter the **General Conditions**), Conditions of Provision of Investment Services, Special Conditions of Leveraged Transactions and Derivative Transactions insofar as this does not contradict the Conditions or other terms and conditions of the Agreement. The Customer has reviewed all of the above conditions, is aware of and consents to the Parties' rights and obligations arising therefrom.
- 1.4. The Agreement shall be governed by the laws of the Republic of Estonia.

2. Terms and definitions

- 2.1. For the purposes of the Conditions, the following terms and definitions shall apply in addition to the terms and definitions provided in the Bank's General Conditions and the Conditions of Provision of Investment Services:
 - 2.1.1. **Broker Account** – a special account which is opened for the Customer in the Bank, which is linked to the Trading Platform and which records the assets of the Customer (the rights and obligations) arising from the use of the Service.
 - 2.1.2. **Broker Trading Rules** – the procedure for the use of the Trading Platform and Service, published by the Bank on its Website.
 - 2.1.3. **Trading Platform** – the trading platform LHV Broker to which the Customer is allowed access upon conclusion of the Agreement.
 - 2.1.4. **Service** – an opportunity, made available to the Customer by the Bank, to place Transaction Orders and perform Transactions via the Trading Platform on the conditions stipulated in and pursuant to the procedure provided in these Conditions.
 - 2.1.5. **Service Provider** – a Custodian with whom the Bank has concluded an agreement on the use of the Trading Platform.

2.1.6. **Market Information** – informative data communicated by the Publisher of Market Information via the Trading Platform, including financial news, analyses, sales and quotation-related information on Securities and the currency in which Transactions can be performed via the Trading Platform.

2.1.7. **Publisher of Market Information** – the Bank, Service Provider or other publisher of Market Information whose Market Information is published via the Trading Platform.

3. Use of the trading platform

- 3.1. Transaction Orders shall be entered and placed, and Transactions performed via the Trading Platform in accordance with the Broker Trading Rules and the documents stipulated in the Broker Trading Rules.
- 3.2. Technical requirements for the Customer's IT equipment, operating system, Internet connection, required for the use of the Trading Platform, shall be specified in the Broker Trading Rules and/or the documents stipulated in the Broker Trading Rules.
- 3.3. In order to use the Trading Platform, the Customer must log into the Trading Platform by using the special Trading Platform Security Elements issued by the Bank. If incorrect Trading Platform Security Elements are repeatedly entered by the Customer, the Customer's access to the Trading Platform shall be temporarily blocked for a time period established by the Service Provider. The Customer shall not be able to use the Trading Platform during this period.
- 3.4. The Customer shall be entitled at any time to block the access to the Trading Platform by sending a respective request to the Bank's customer service. Such restriction to access makes using of the Trading Platform in the Customer's name impossible for Third Persons but also for the Customer. The Transaction Orders previously submitted by the Customer are not thereby affected, unless otherwise agreed by the Customer and the Bank.
- 3.5. Only the Customer shall have the right to use the Trading Platform. The Customer shall not allow Third Parties to use the Trading Platform Security Elements for accessing the Trading Platform without the Bank's previous consent.
- 3.6. The Customer is obliged to immediately notify the Bank of any disclosure or potential disclosure of the Trading Platform Security Elements to Third Parties.
- 3.7. The Customer shall be responsible for the Transactions performed on behalf of the Customer via the Trading Platform and for other consequences associated with the use of the Customer's Trading Platform Security Elements for accessing

the Trading Platform, unless otherwise provided by the Imperative Provisions.

- 3.8. The Customer shall use the Trading Platform in accordance with the law and other applicable legal acts (including the relevant legal acts of foreign countries), legal instruments of stock exchanges and securities registers as well as the usages and practices of the corresponding market.
- 3.9. If the Customer wishes to cancel a Transaction Order placed via the Trading Platform, the Customer may submit a cancellation order until the moment of the execution of the Transaction. The Customer is aware of the fact that the Bank and/or Service Provider is not obliged to cancel the Transaction Order. The Transaction Order shall not be considered as cancelled before the Customer has received from the Bank and/or Service Provider a confirmation on the cancellation of the Transaction Order.
- 3.10. As a rule, the Transaction Confirmation shall be available to the Customer via the Trading Platform for each Transaction performed or agreement concluded via the Trading Platform immediately after the performance of the Transaction and/or conclusion of the agreement.
- 3.11. Payments to or from the Broker Account may only be made by transfer via the Customer's Account.
- 3.12. As a rule, the Customer's Broker Account balance and statement shall be updated each Banking Day, with respect to the Transactions performed on the previous Banking Day.
- 3.13. Any notices sent by the Bank and/or Service Provider to the Customer shall be considered as received, when the Bank or Service Provider has made the notice available to the Customer via the Trading Platform and/or Internet Bank and/or Website.
- 3.14. The Customer is obliged to review the Transaction Confirmations and the data on the balance of the Broker Account forwarded by the Bank and/or Service Provider via the Trading Platform and/or in electronic form, and to immediately inform the Bank of the following, while retaining responsibility for any damage caused by the failure to inform thereof:
- 3.14.1. the Customer has failed to receive the Transaction Confirmation or confirmation on the cancellation of the Transaction Order;
- 3.14.2. the data in the Transaction Confirmation do not correspond to the Transaction Order placed by the Customer;
- 3.14.3. the Customer receives a Transaction Confirmation on a Transaction which the Customer has not performed;
- 3.14.4. the data on the Customer's Broker Account balance is erroneous.

4. The customer's confirmations

- 4.1. The Customer shall confirm that the Customer has reviewed and consents to the following conditions published on the Bank's Website, as well as other documents containing the essential information, and their new redaction:
- 4.1.1. Broker Trading Rules;
- 4.1.2. Description of Different Types of Investment Risks, including risks related to margin use, day trading, futures and options,

after-hours trading, currency market trading and CFD-s (*contract for difference*) stipulated therein.

- 4.2. **The Customer confirms being aware of and comprehending the risks related to the use of the Service, as well as willingness to assume financial obligations related to the use of the Service and to bear any costs and potential damage arising from the use of the Service. The Customer also confirms being aware of the fact that the Bank has the right to keep the Securities acquired by the Customer via the Trading Platform with the Service Provider in accordance with the provisions of the Conditions of Provision of Investment Services, and that pursuant to the legal acts of the Service Provider's host country the Customer's rights (including the rights arising from legal acts applicable to bankruptcy proceedings initiated against the Service Provider) related to the Securities may differ from the rights stipulated in the Estonian legal acts.**
- 4.3. The Customer confirms that the Customer uses the Trading Platform himself/herself and does not pay remuneration to or receive remuneration from Third Parties for performing Transactions via the Trading Platform, unless otherwise agreed between the Bank and the Customer.
- 4.4. The Customer confirms that the Customer is aware of, understands and consents to that:
- 4.4.1. the Bank does not check the Transaction Orders forwarded by the Customer to the Service Provider via the Trading Platform, and shall not be held liable for their content and/or performance and/or non-performance. The Customer shall place Transaction Orders via the Trading Platform at his/her own responsibility, bearing the related risks, and obliges not to place the Transaction Order and not to use the Trading Platform or Service in any other way, if the Customer does not fully comprehend the nature of the Transaction Order, Transaction, Service and/or Trading Platform, the terms or use or other circumstances thereof. The Bank shall not be held liable for any damage caused to the Customer through the use of the Service, unless otherwise provided in the Imperative Provisions.
- 4.4.2. The information made available via the Trading Platform, including Market Information, is informative in nature, and is not intended as a recommendation or offer to effect certain Transactions. Even though the source of information is reliable in the opinion of the Bank and/or Service Provider, the Bank or Service Provider cannot guarantee that the presented information is accurate or complete, and shall not be held liable for any damage caused to the Customer through the use of the information, including loss of profit.
- 4.4.3. The use of the Trading Platform may be suspended and/or terminated due to trade diversions or technical malfunctions. Such disturbances shall not exempt the Customer from the fulfilment of the obligations.
- 4.4.4. The Bank will incur obligations to Third Parties, including the Service Provider, in connection with the use of the service, including the placing of Transaction Orders or performance of Transactions by the Customer. The Bank shall have the right to perform Transactions on behalf of the Customer without the

Customer's Transaction Order, if the right to perform such Transactions arises from the conditions stipulated in clause 1.3 or these Conditions.

- 4.4.5. The Bank shall have the right to exercise the right of retention of the Customer's assets, if the Customer fails to fulfil the obligations arising from the Transactions. The Bank shall have the right to change the asset structure (including to convert currency, sell and/or redeem Securities etc.) on the Customer's Broker Account and/or the Customer's Account without the Customer's separate Transaction Order.
- 4.4.6. The Service Provider shall have the right to partially or completely suspend the use of the Trading Platform by the Customer, if the Customer places Transaction Orders that are deemed to be inappropriate by the Service Provider.
- 4.4.7. There may be delays in the registration of the assets on the Customer's Broker Account.
- 4.4.8. Failure to adhere to the Broker Trading Rules may cause financial damage to the Customer.
- 4.4.9. The Trading Platform may contain links to the websites of Third Parties. The Customer shall bear any risks related to the use of these links. The Bank and/or Service Provider shall not be held liable for the content, availability and/or use of such websites.
- 4.4.10. The Bank and the Service Provider and/or its licensor shall retain all rights to the Bank's or the Service Provider's software and intellectual property. The intellectual property rights shall not be assigned to the Customer under any provision of the Agreement. The Customer shall not do anything that may jeopardise or restrict the intellectual property rights of the Bank or the Service Provider, or hinder the exercising of these rights.
- 4.4.11. The prices forwarded via the Trading Platform may contain errors. Unless otherwise provided by the Imperative Provisions, the Bank shall not be associated with any Transaction where the Customer understood or should have understood that the forwarded price is erroneous.
- 4.5. The Customer confirms that the Customer is aware of the Bank's right to close and/or net off directly opposing positions.
- 4.6. The Customer shall unconditionally waive from any claims against the bank under clause 4.4, unless otherwise provided by the Imperative Provisions.

5. Market information

- 5.1. Separate agreements shall be concluded between the Bank or the Publisher of Market Information and the Customer for forwarding Market Information via the Trading Platform, where necessary. In case of any discrepancies between the above agreements and these Conditions, the forwarding of Market Information shall be governed by the concluded agreements.
- 5.2. The Publisher of Market Information shall not guarantee the timeliness, temporal order, correctness or completeness of the Market Information, other market information or messages, forwarded to the Customer via the Trading Platform.
- 5.3. The Publisher of Market Information shall not be held liable for any damage or loss of profit arising from the Transactions performed by the Customer on the basis of the Market Information.

- 5.4. The Customer shall confirm that:
 - 5.4.1. the Customer is aware that the right of ownership of the Market Information is held by the Publisher of Market Information, and the Customer is not allowed to publish or forward the Market Information to Third Parties;
 - 5.4.2. the Customer must only use the Trading Platform in accordance with the applicable legal acts (including the relevant legal acts of foreign countries), legal instruments of stock exchanges as well as the usages and practices of the corresponding market.
 - 5.4.3. the Customer is aware that restrictions and/or differences may be applied to Customers who are legal persons (including Customers who are natural persons and work or operate in the field of finance) with respect to the prices of the Market Information forwarded via the Trading Platform.
 - 5.4.4. the Customer understands and consents to that the Publisher of Market Information may terminate the publication of Market Information at any time, change the channel of, speed of, or other features of communication of the Market Information.

6. Service fees

- 6.1. Service fees and other costs related to the Transaction shall be calculated for the use of the Service in accordance with the Price List and/or the conditions forwarded via the Trading Platform under the conditions and pursuant to the procedure provided in the General Conditions and the Conditions of Provision of Investment Services. Service fees shall be calculated and debited from the Account at the terms and intervals determined by the Bank.
- 6.2. The Bank shall have the right to unilaterally change the service fees without previously informing the Customer, if the change is made for the benefit of the Customer and the change of service fee is conditioned by a circumstance beyond the Bank's control - above all, if the change is conditioned by the Service Provider.

7. Liability

- 7.1. The Bank and the Customer shall be held liable for breach of contractual obligations pursuant to the procedure provided in the General Conditions, Conditions of Provision of Investment Services, Special Conditions of Leveraged Transactions and Derivative Transactions and these Conditions.
- 7.2. The Bank shall not be liable to the Customer for any delays and/or damage arising from technical malfunctions and/or partial or complete suspension of the use of the Trading Platform by the Service Provider.
- 7.3. The Bank shall not be liable to the Customer for termination of the Agreement on the basis stipulated in clause 8.5, except if the termination of the agreement concluded between the Service Provider and the Bank on the use of the Trading Platform was conditioned by the breach of the Bank's obligations due to gross negligence or intent, or unless otherwise provided by the Imperative Provisions.

- 7.4. The Bank shall be held liable for any direct damage borne by the Customer in connection with the non-performed or inappropriately performed Transaction Orders conditioned by the Bank's breach of obligations, unless the non-performance or inappropriate performance was conditioned by circumstances for which the Customer is responsible. The Bank shall not be liable for the Customer's indirect damage or loss of profit.

8. Validity, amendment and termination of the agreement

- 8.1. The Agreement shall enter into force upon its signing and shall be concluded without a term.
- 8.2. The terms and conditions of the Agreement shall be amended pursuant to the procedure and under the conditions provided in the General Conditions and the Conditions of Provision of Investment Services.
- 8.3. The Customer shall have the right to cancel the Agreement at any time by informing the Bank thereof. The Bank shall terminate the Agreement within 30 (thirty) days after receiving the Customer's corresponding request.
- 8.4. The Bank shall have the right to cancel the Agreement pursuant to the procedure and under the conditions stipulated in the General Conditions and the Conditions of Provision of Investment Services and in cases where the Customer's Broker Account holds insufficient funds for payment of the service fees on the term of payment of the service fees.
- 8.5. The Agreement shall be automatically terminated upon termination of the agreement concluded between the Service Provider and the Bank on the use of the Trading Platform. The Bank shall inform the Customer of the termination of the Agreement as soon as possible.
- 8.6. The termination of the Agreement shall have no effect on the falling due or fulfilment of the financial claims that arose before the termination of the Agreement. Notwithstanding the termination of the Agreement, the Parties' rights and obligations shall remain in force with respect to Transaction Orders forwarded but not yet executed under the Agreement until these Transaction Orders are executed. If the Transaction Order is binding for the Bank with respect to a Third Party, the Bank shall have the right, at its own discretion, to take steps to avoid or minimise potential damage and to execute all unexecuted Transaction Orders in accordance with the principle of reasonableness.