

**RULES**  
**FOR THE PROVISION OF INVESTMENT AND NON-CORE SERVICES**  
**BY LANDMARK CAPITAL CJSC**

**1. General Provisions**

- 1.1. These Rules (hereinafter in this text also referred to as "Rules") sets forth the procedure for the investment and non-core services provided by LANDMARK CAPITAL CJSC, as well as the exchange of information and document circulation with the Client within the framework of the provision of such services, as well as the procedure for keeping records in relation to these services, and shall appear as an integral part of any contract for the provision of investment and/or non-core services made by and between the Company and the Client.
- 1.2. Terms and definitions used in these Rules have the meanings set forth in Clause 2 of the Rules. If not specified in Clause 2 of the Rules, those terms and definitions shall have the meanings accepted by RA legislation and/or international business practices, unless something else clearly arises from the context.

**2. Terms and Definitions**

- 2.1. The terms and definitions set forth by these Rules shall have the following meaning:
- “Derivative Financial Instrument”**. according to the meaning defined in the Law,
- “Nominee Account”**. Securities account opened in the name of the custodian, in which the securities owned by the custodian's clients are recorded,
- “Securities Account”**. A set of electronic records about the account holder, the securities accounted for in the account of the account holder, the rights and restrictions in relation to these securities, the timing of acceptance of securities for accounting and entry of records and other information established by law,
- “Security”**. A financial instrument established by the Civil Code and the Law of the Republic of Armenia that meets the requirements of securities,
- “Currency”**. RA Dram (AMD) and/or foreign currency,
- “Foreign Currency”**. Foreign currency pursuant to the meaning applied in the Law of the Republic of Armenia “On Currency Rule and Currency Control”,
- “Brokerage Operation”**. Purchase and/or sale of securities (Derivative financial instruments, Foreign Currency) by the company on its own behalf or on behalf of the client and at the expense of the client on the basis of the client's order or acceptance and transfer of the relevant client's order for execution to another person (broker, sub-broker),
- «Brokerage Services»**. "Providing brokerage services, covering one or more of the investment services specified in Clauses 1 and 2 of Article 25 of the Law, along with non-core services outlined in Clauses 5 of Article 26 of the Law."
- 1) Acceptance and transfers of orders of clients for the execution of transactions in securities and/or derivative financial instruments,
  - 2) Execution of transactions in securities and/or derivative financial instruments on its own behalf or on behalf of the client and at the expense of the client,

- 3) Implementation of dealer and brokerage operations for the purchase and sale of foreign currency.

**“Chief Executive Officer”**. sole corporate governance body of the Company, which carries out the current management of the Company's activities in accordance with the procedure set forth by the RA Law On Joint Stock Companies and the Company's Charter.

**“Transaction Venue”**. Stock exchanges, other regulated as well as non-regulated markets in which securities, derivative financial instruments and/or foreign currency transactions are concluded.

**“Partner”**. Depositories, other custodians, brokers, portfolio managers as well as other professional service providers cooperating with the Company, who may be engaged by the Company to deliver services to the client as defined by these Rules.

**“Application”**. A statement confirming the acceptance of the terms and conditions of the Contract, submitted by the Client to the Company in accordance with the approved form provided by the Company.

**“Cash account”**. A dedicated cash account established by the Company in the client's name, specifically designed to track the client's funds utilized in service provision. It's important to note that the cash account does not qualify as a traditional bank account under the framework of RA legislation.

**“Company”**. LANDMARK CAPITAL CJSC

**“Benchmark”**. An indicator widely accepted and used in the financial markets (for example, a stock market or other index), which is used to evaluate the efficiency of Portfolio management as outlined in the Rules and the investment declaration formulated within the context of Portfolio management.

**“Procedure 33”**. CB Procedure 33 on Securities Custody Activities.

**“Procedure 4/06”**. CB Procedure 4/06 regarding Criteria for Assessing Qualified Investors and the procedure for registering persons as qualified investors.

**“Procedure 4/07”**. CB Procedure 4/07 regarding requirements for persons providing investment services.

**“CB”**. Central Bank of the Republic of Armenia,

**“Client”**. Any person who has entered into or expresses the intention to enter into a contract with the Company.

**“Possession of the Client's assets”**. holding of the Client's funds (Securities and/or funds) by the Company or recording those in its accounts or other forms of factual control of those,

**“Clients Settlement Account”**. A cash account opened by the company in a commercial bank, which accounts for funds owned by clients and transferred to the company for use in the framework of services (including, but not limited to, transactions with securities and/or derivative financial instruments).

**“Reports”**. In accordance with the definition outlined in Procedure 4/07 of CB.

**“RA Dram”**. RA legal means of payment.

**“Manager”**. Company officials who fall under the definition of "head of an investment company" established by law.

***“Investment advice”***. Service defined in Clause 3 of Part 1 of Article 25 of the Law: personal advice, recommendation or other similar action or service addressed to the Client in relation to the conclusion of transactions with securities or derivative financial instruments, which include one or more of the following options:

- 1) providing advice on the purchase, sale, subscription, redemption, holding, guarantee or other transaction with any securities or derivative financial instruments,
- 2) providing advice on the implementation or non-implementation of any entitlements arising from a specific security or derivative financial instrument, which is related to the purchase, sale, subscription, redemption, holding, guarantee or other transaction of the security or derivative financial instrument,
- 3) educating, teaching, training, organizing and/or conducting courses and providing analysis and other information regarding securities transactions, as well as providing information regarding online trading platforms (electronic communication systems, terminals and other programs) created for the purpose of concluding such transactions,

***“Investment Account”***. Securities and Cash accounts opened by the Company for the same Client and subject to the same terms of validity. The investment account can be of 2 (two) types: OWN, encompassing the Client's personal securities and cash accounts wherein the Client's own assets are recorded, and CLIENT, which includes both the nominee and cash accounts, recording funds belonging to the clients of the Client.

***“Investment Services”***. Services as stipulated in the Clause 1 Article 25 of the Law.

***“Conflict of Interests Prevention and Overcoming Policy”***. Policy set forth in Chapter 10 of these Rules.

***“Market Maker Services”***. To maintain the liquidity of securities, the company provides continuous two-sided quotations for these securities following the procedure outlined by the rules of the AMX or another regulated market and executes transactions with these securities at its own cost and on its behalf.

***“Non-Core Services”***. Services as stipulated in the Article 26 of the Law.

***“Non-Professional Client”***. A Client who does not meet the criteria provided by the Law for professional clients and/or has not been classified by the Company as a professional client in accordance with the procedure set forth by these Rules.

***«Best-effort Underwriting»***. A type of underwriting under which the Company undertakes all reasonable efforts (best efforts) within its power to allocate the securities in full, but does not undertake to acquire the unallocated part of the given issuance in the event of a non-complete allocation of the securities issued.

***“Custody”***. Service as stipulated in Clause 1 of Article 26 of the Law, which implies opening securities accounts and making records (operations) therein.

***“Contract”***. Contract for the provision of Investment and Non-core services made by and between the Company and the Client pursuant to the form defined by the Company.

**“Order”.** Appropriate instruction to perform any action (including making a transaction) issued by the Client to the Company within the framework of the provision of Investment and/or Non-core services.

**“Orders Execution Policy”.** Policy prescribed under the Clause 11 of these Rules.

**“Professional Client”.** (1) Investment companies, branches of foreign investment companies, banks, credit organizations, insurance companies, investment, pension funds and investment fund managers, as well as those legal entities registered in a foreign country, which, according to the legislation of the given country, have the right to carry out any of the activities of any person defined in this subsection.

2) The Republic of Armenia, the communities of the Republic of Armenia, the Central Bank, foreign countries, local self-government bodies of foreign countries, central banks of foreign countries.

3) International financial organizations, including the International Monetary Fund, the European Central Bank, the European Investment Bank.

4) Legal entities that satisfy at least two of the following criteria:

a. as of the end of the year preceding the conclusion of the contract for the provision of investment services, the balance sheet value of the person's assets exceeds AMD 500 million,

b. the person's sales turnover (according to the Tax Code of the Republic of Armenia) derived from the activities of the year preceding the conclusion of the contract for the provision of investment services exceeds one billion Armenian drams,

c. as of the end of the month preceding the conclusion of the contract for the provision of investment services (as of the month preceding the last month if not known), the total capital of the person is AMD 50 million.

In case of a respective note in the Application, persons who meet at least two of the following criteria can also be classified as a Professional client by the Company.

1) during the 4 quarters prior to the submission of the Application, they carried out 10 or more transactions on the securities market on an average quarterly basis, with the volume of one transaction on average being at least one million Armenian drams,

2) the size of the person's Securities portfolio at the time of submission of the Application exceeds AMD 100 million,

3) have at least 2 years of professional work experience in the financial market, requiring knowledge relevant to the services for which the person seeks classification as a Professional Client.

**“Tariffs”.** Tariffs for the provision of investment and/or non-core services established by the company and published on its official website, or, in cases provided for by these Rules, tariffs determined by a bilateral agreement between the Company and the Client.

**«Underwriting».** The service as stipulated in Clause 6 Part 1 of Article 25 of the Law, which assumes the organization and implementation of the first sale of securities to investors in accordance with the procedure established by these Rules.

**“Reference”.** A document issued by the Company to the Client upon the appropriate request of the latter, containing the information regarding their Securities and/or Cash account within the framework of all Services or a separate Service.

**“Reliable Channels of Information Exchange”.** Refers to authorized addresses, email accounts, and telephone numbers of both the Company and the Client as specified in the Contract. These channels are acknowledged as secure and reliable communication methods, as specified in the Contract. The format for these channels is detailed in Annex 10 of the Rules, presented as a distinct document to be signed and attached to the contract.

**«Portfolio Management».** Service as outlined in Part 1 Clause 5 of Article 25 of the Law: particularly, management of securities, funds to be invested in securities, as well as securities and funds that were generated from trust management practices, assigned to the control of the manager but owned by the client and to the benefit of the client or to the benefit of a third person (beneficiary) specified by the client on behalf of the manager, in accordance with the instructions given by the client.

**«MLTF».** Money laundering and terrorism financing,

**«Statement».** A document regarding the status of securities and/or funds recorded on the Client’s account as of any given moment, along with the transactions executed on the account within a defined period, provided by the company to the client on the basis of the client's request or with the frequency established by the agreement.

**«Law».** RA Law on Securities Market.

**«Fiduciary Obligation».** The Company's duty to provide Investment and Non-Core Services with due professional diligence, accuracy and care, acting in good faith for the benefit of the Client.

### 3. Procedure for Acceptance of Contract Terms and Conditions

- 3.1. To accept the terms of the Contract, the Client submits a corresponding Application, specifying the Services they wish to utilize.
- 3.2 Following the assessment of the Application and the Client's evaluation, the Company either approves or rejects the Application. The Client is informed of this decision through the reliable channels of information exchange specified in Annex 7.
- 3.3. If the Application is approved, the contract is considered concluded on the day specified in the notification on approval of the application provided to the Client (Annex 7), within the framework of the services specified in the application and on other essential terms. In confirmation of the conclusion of the agreement, the parties sign a bilateral document in the form specified in Annex 9:
- 3.4. Upon the rejection of the Application, the Company provides the Client with a notification on rejection of the Application (Annex 7). The company is not obliged to disclose or justify the reasons for the rejection.
- 3.5. In order to amend the Contract (adding services/opting out from certain services), the Client submits an Application for Amendment of the Contract (Annex 8), and an Additional Account(s) Opening Application (Annex 2) for opening of new accounts.

The company's satisfaction of the Application for Amendment of the Contract takes place in accordance with the procedure set forth in this chapter. The notification of approval/rejection of the application for amendment of the contract/opening of a additional account is sent to the Client in the format specified in Annex 7.

#### **4. Information requested from clients and the procedure for classifying clients**

- 4.1. Prior to entering into the Contract (Approval of the Application), the Company evaluates the Client's financial condition, investment activity goals, investment knowledge and experience in accordance with the procedure set forth in this Chapter, categorizing the client as either a professional or non-professional client.
- 4.2. In order to be classified as a Professional or Non-Professional Client in accordance with this Chapter, the Client shall provide the Company with information about his investment knowledge and experience by completing the "Know Your Client" Questionnaire available on the Company's official website. A Client is classified as a Professional Client if the Application contains a relevant note. The outcomes of the classification process are compiled in the format outlined in Annex 1.
- 4.3. If, based on the information supplied by the Client or other details available to the Company, the Client no longer satisfies the criteria for being classified as a Professional client in the Company's assessment, or if the Company concludes that the information provided by the Client is unreliable, the Company will revoke the Client's status as a Professional client, notify the Client within 1 (one) business day, and modify their classification accordingly.
- 4.4. If the Client applies for registration as a Qualified Investor with the Central Bank, following the procedure outlined in Procedure 4/06, the Company forwards the application to the CB according to the specified procedure in Procedure 4/06. Should the Client desire to withdraw from the Qualified Investors database, the Company facilitates the submission of the respective application to the CB in accordance with the procedure set forth in this clause.
- 4.5. Throughout the entire duration of the Contract, both the Company and the Client have the authority to propose a modification in the Client's classification (including the registration or withdrawal of registration as a Qualified Investor) if they believe that, under specific circumstances, the Client's knowledge and experience at the current time and/or concerning the particular transaction/instrument no longer align with the criteria that guided the previous classification.
- 4.6. In cases prescribed in Clause 4.5 the transition from the classification of a Non-professional client to a Professional client is carried out based on the outcomes of new assessment in accordance with the procedure established by this chapter.
- 4.7. Under circumstances stipulated by the Law and the regulatory acts of the CB derived from it, the classification of the Client as a Professional Client and/or Qualified Investor may occur without resorting to the classification process defined in this chapter.

#### **5. Services provision procedure**

##### ***5.1. General Conditions***

- 5.2.1 The Company provides Investment and Non-core services in accordance with RA laws and rules, the appropriate Contract and these Rules, pursuant to its fiduciary duties to the Client.
- 5.2.2 During the provision of Investment and Non-core services, the Company strictly follows the requirements of the Conflict-of-Interest Prevention and Overcoming Policy.
- 5.2.3 Orders are submitted in the manner defined by the Contract (including the Rules) and in the forms published on the official website of the Company.
- 5.2.4 The Orders are processed according to the Orders Execution Policy.
- 5.2.5 The Company maintains all records set forth by RA laws and rules in regard to the Investment and Non-core services provided by the Company, as well as submits the appropriate Reports to the Client in accordance with the Contract.
- 5.2.6 The Company does not promise any rates of return on investment. The values of the Client's investments may fluctuate due to different market factors.
- 5.2.7 The Company has the right to terminate the Contract on a unilateral basis and close the Client's Investment Accounts if the Client has not performed any Transaction and/or has not contacted the Company for more than 1 (one) year, as well as if the Client's investment account balance has been negative more than 3 (three) months.

## ***5.2. Investment Account***

- 5.2.8 The commencement of Brokerage, Forex, Portfolio Management, and/or Custody Services occurs upon the establishment of the OWN or CLIENT Investment Account. The CLIENT Investment Account can be either general (aggregated), encompassing the securities/funds of the Client's clients, or separate (segregated), dedicated to the securities/funds of a specifically identifiable Client. The Client discloses the actual beneficiary of the segregated Investment Account by submitting the duly completed and signed form available on the Company's official website.
- 5.2.9 Deposit of funds by the Client to the Investment Account is made through bank transfers from the Client's own account.

## **6. Procedure on Provision of Investment Services**

### ***6.1. Brokerage Services***

#### ***6.1.1. Execution of Transactions on Client's behalf***

- 6.1.1.1. The Company conducts brokerage operations on its own behalf and at the expense of the client in both regulated and/or unregulated markets to which it has direct access.

- 6.1.1.2. Based on the Client's Order, the Company may execute transactions with securities, currency and/or derivative financial instruments also at the Client's account and on Client's behalf. This is done in cases where, according to the Company' assessment, conducting a transaction on behalf of the Client provides the most favorable conditions for the latter.
- 6.1.1.3. The Company may sell/purchase securities from the Client on the basis of the sale and purchase agreement concluded with the Client, if such a transaction provides the most favorable conditions for the Client.
- 6.1.2. Execution of Transactons through transferring of Client Orders*
- 6.1.2.1. In cases where the Company does not have direct access to the regulated and/or unregulated markets in which the securities (derivative financial instruments) specified in the Client's Order are traded, it transfers the Client's Orders to other brokers (sub-brokers) for execution.
- 6.1.2.2. The selection of brokers (sub-brokers) is implemented in accordance with the criteria specified in Chapter 13 of these Rules.
- 6.1.2.3. The Company may transfer the execution of the Client's Order to other brokers (sub-brokers) even when it has the capability to execute the Order in the markets directly available to it, if, in the Company's assessment, it is in the best interests of the Client.
- 6.1.2.4. The Company implements the assessment refferred to in point 6.1.2.3 of the Rules, taking into account the criteria provided by the Order Execution Policy.
- 6.1.2.5. The Fiduciary duty of the Company is considered completed from the moment of transferring the Client's Order to another broker (sub-broker) for execution in the cases and following to the procedure defined by the Rules.
- 6.1.3. Operations Execution*
- 6.1.3.1. Brokerage operations are carried out with securities and derivatives traded in both regulated and unregulated markets.
- 6.1.3.2. Brokerage operations are carried out on the basis of the Client's Orders according to the format specified and published on the Company's official website and submitted to the Company by reliable channels of information exchange.
- 6.1.3.3. The Company processesd the Orders in the manner and within the terms established by Chapter 11 of the Rules, and taking into account the provisions of Chapter 10 of the Rules.
- 6.1.3.4. Prior to the execution of the Order by the Company, the Client is eligible to cancel or modify it by submitting relevant Orders through reliable channels of information exchange.
- 6.1.3.5. The Client's Order cannot be processed if the funds on their Investment Account are insufficient for the implementation of the Order, except in cases where the Client is provided with loan services for the purpose of making transactions, and has a loan provided to them within the framework of these services.



- 6.1.3.6. The Company carries out the operations necessary for the final settlement of transactions concluded with securities and derivative financial instruments within the framework of brokerage services, transferring and crediting funds necessary for transactions and received as a result of them to the relevant client's accounts:

## ***6.2. Investment Advisory***

### ***6.2.1. Personal Advisory.***

- 6.2.1.2. 6.2.1.1. Personal advisory services involve offering guidance to the Client concerning the acquisition, disposition, subscription, redemption, retention, assurance, or execution or non-execution of any entitlement arising from any other transaction or specific security or derivative financial instrument.
- 6.2.1.3. Personal advisory is provided in the form of a reasoned and argued opinion of the Company, signed by the Company's appropriately qualified professional employee and the Chief Executive Officer.
- 6.2.1.4. In order to request a personal advisory, the Client submits an appropriate application/inquiry to the Company through reliable means of information exchange.
- 6.2.1.5. While reviewing the application or inquiry, the Company reserves the right to request additional information from the Client regarding the requested service, such as specific cases, securities, derivative financial instruments, or transactions. This information will be used to determine the scope and terms of personal advisory services.
- 6.2.1.6. The provision of services starts from the moment of defining the advisory scope and provision terms being approved, as per set forth in Sub-Clause 6.2.1.4. of the Rules.

### ***6.2.2. Training-Based Advisory***

- 6.2.2.1. The training-based (educational) advisory includes the courses-related arrangements, training in other formats, development of separate educational and methodology materials on certain financial transactions, current issues of the securities market, electronic trading platforms and other topics related to the capital market.
- 6.2.2.2. The Training-based (educational) advisory is provided in the form of courses, teaching and conducting of trainings, preparation of training programs and other materials and provision to the Client through electronic (soft) media-channels.
- 6.2.2.3. In order to request a Training-based (educational) advisory (for example, a workshop arrangement), the Client submits an appropriate/relevant application/inquiry.
- 6.2.2.4. The examination and analysis of the Order, clarification of its terms (including deadlines), and approval by the Client shall be conducted in accordance with the procedure specified in Sub-Clauses 6.2.1.4-6.2.1.5 of these Rules.

### **6.3. Portfolio Management**

#### *6.3.1. Procedure on provision of Portfolio Management Service*

- 6.3.1.1. As part of providing the Portfolio Management Service, the Company's efforts are directed towards safeguarding the initially invested funds (initial portfolio) and maximizing the return on investment, considering the developed investment declaration, which includes chosen investment restrictions and thresholds.
- 6.3.1.2. Before commencing the provision of the Portfolio Management Service, the Parties reach an agreement on the investment declaration, including the structure of the initial portfolio, applicable limits, investment strategy, risk/return ratio, etc., all discussed through reliable channels of information exchange.
- 6.3.1.3. The commencement of the Portfolio Management Service is considered the moment when the Client transfers the funds invested in the initial portfolio to the Investment account opened with the Company.
- 6.3.1.4. The Company independently provides the Portfolio Management service in accordance with the terms specified in the investment declaration and in line with the Client's instructions.
- 6.3.1.5. Sub-Clause 6.3.1.4 of the Rules does not restrict the Company's right to involve external managers in the management of the Client's portfolio. External managers are selected according to the criteria defined in Chapter 13 of these Rules.
- 6.3.1.6. In order to achieve the best results and to reach the compliance of the portfolio management to the Client's requirements to the maximum possible, the Company may provide the portfolio management service in a combination with other services provided by its affiliates. This clause implies that in addition to securities and/or derivative financial instruments, the Client's portfolio may also include additional financial or other instruments offered by persons affiliated with the Company, united by one common investment policy and the same management principles. In that case, within the meaning of these Rules, the rules for the provision of the Portfolio Management Service shall apply also to part of such portfolio consisting of securities (derivative financial instruments).
- 6.3.1.7. The Company does not gain ownership rights over the assets transferred by the Client for portfolio management.
- 6.3.1.8. The company engages in transactions with the funds included in the portfolio on its own behalf, participating in both regulated and unregulated markets, and if necessary, involving depositories, brokers, and other intermediaries.
- 6.3.1.9. The Company does not commit to providing any guaranteed rate of return on investment as part of the portfolio management service.
- 6.3.1.10. The Client can initiate modifications/amendments to the investment declaration, by distributing and coordinating relevant information through reliable channels of information exchange.

### *6.3.2. Benchmark selection and Investment Strategy*

- 6.3.2.1. A benchmark specified in the investment declaration should reflect the return on alternative investments, which will enable the Client to compare the effectiveness of the Portfolio's management with the effectiveness of alternative investments. In particular, the Benchmark should express the yield of other comparable instruments available in the financial market, whose maturity, risk, country of investment and other essential features at the closest possible comply with or are comparable to the limitations specified in the investment declaration.
- 6.3.2.2. The Benchmark should not be based on the Company's past performance or factors within the Company's control.

### *6.4. Best-efforts Underwriting*

- 6.4.1. Within the framework of best-efforts underwriting services, the Company provides the following services (or a part of those) to the Client (issuer) for the arrangement of the process of underwriting of securities:
  - 6.4.1.1. development of the Securities prospectus and arrangement on its registration at CBA;
  - 6.4.1.2. conducting the identification and attraction of potential investors (through the organization of individual meetings, road shows);
  - 6.4.1.3. conducting the advertisement and marketing arrangements;
  - 6.4.1.4. initiating arrangements for the securities listing (approval for trading) process on the regulated market;
  - 6.4.1.5. Organizing the information disclosure process of reporting issuers prescribed by Law.
- 6.4.2. The Company makes every effort to ensure the full placement of the issue, but does not guarantee such full placement:
- 6.4.3. The scope and features of the services provided within the framework of the placement are agreed between the Company and the Client using reliable means of information exchange:

### *6.5. Market Maker Services*

- 6.5.1. As part of the market maker's services, the company, being a member of the exchange or another type of regulated market, engages in trading securities quoted or admitted to trading on the regulated market on behalf of the client or its issuer. The objective is to ensure liquidity by participating in continuous two-way quoting (quotes for both purchase and sale) of these securities and executing purchase and sale transactions.
- 6.5.2. The procedure, the terms and conditions for the provision of Market Maker Services (including the spread of purchase and sale price quotes) are defined by the rules of the relevant regulated market .

## 7. Procedure on Provision of Non-Core Services

### 7.1. Custody

#### *7.1.1. General Conditions for Custody*

- 7.1.1.1. Submitting securities to custody does not result in the transfer of ownership entitlement of the securities to the Company.
- 7.1.1.2. The Company independently selects and determines the venues for the custody of securities, following the procedure outlined in Chapter 13 of these Rules.
- 7.1.1.3. The Company provides custody services in accordance with Procedure 33 of CB, based on the principle of double entry (double accounting) of securities both in active and passive accounts.

#### *7.1.2. Types of Accounts and Accounts Opening Procedure*

- 7.1.2.1. Based on the Client's Application, both OWN and Nominee (aggregated and segregated) accounts can be opened by the Company on behalf of the Client.
- 7.1.2.2. A Nominee securities account is opened only for those clients who have the right to carry out securities custody activities in accordance with the legislation of their country of registration.
- 7.1.2.3. To establish a Nominee segregated account, the Client provides the Company with details regarding the owner of securities to be recorded in that account, using the specified form available on the company's official website. Additionally, the Client is obligated to provide further information upon the Company's request. For a Client who has requested an aggregated account under its name, it is mandatory to provide complete and comprehensive information about the owners and beneficial owners of the securities recorded within that account upon the Company's request.
- 7.1.2.4. Non-compliance with the stipulations outlined in Sub-Subclause 7.1.2.3 of these Rules serves as grounds for the Company to either terminate the Nominee's account or suspend the execution of some or all operations associated with it.

#### *7.1.3. Types of securities transfer operations and specifics of their execution*

- 7.1.3.1. Based on the orders of the Client, as well as other party to the transaction, the Company executes "delivery versus payment" and "free of payment delivery" types of operations.
- 7.1.3.2. The Company also carries out "free delivery" type of operation based on the Client's Order. In order to implement the "free delivery" type of operation, the Client must, along with the Order, provide supporting documentation confirming the transaction or legally significant event that serves as the basis for the transfer (such as a copy of the relevant contract) and any other

required documents, as stipulated by RA legislation. The Company evaluates the adequacy of the provided documents for the operation's execution. If necessary, additional documents may be requested from the Client. The case prescribed by Clause 8.2 of these Rules is an exception (evidence documents are not required for making such transfer).

- 7.1.3.3. The information specified in the counter-orders for "delivery versus payment" and "free of payment delivery by agreement" transfer operations must correspond to each other. In case of discrepancies, the operation will be rejected.
- 7.1.3.4. The Company carries out the transfer operations through the netting and offsetting of claims and liabilities.
- 7.1.3.5. Transfer orders are submitted in the format published on the Company's official website.

*7.1.4. Exercise of rights and entitlements arising from the deposited under the Company's Custody, payment of coupons and dividends to the Client*

- 7.1.4.1. Under Custody services, the Company facilitates the execution of the Client's voting and other rights associated with securities or exercises these rights and entitlements by obtaining the necessary documents from the Client for the exercise of such rights (e.g., a power of attorney). The determination of the approach for the exercise of the rights mentioned in this paragraph is undertaken by the company.
- 7.1.4.2. The Client bears the responsibility for any significant and adverse outcomes resulting from the non-provision of requested documents by the Company as per Sub-subclause 7.1.4.1 of these Rules.
- 7.1.4.3. As part of Custody, the Company disburses to the Client the revenue generated from the securities, which is paid by the issuer of the securities. The revenue outlined in this provision is deposited into the Client's Investment Account. The Company holds no responsibility for the actions or inactions of third parties that may lead to non-payment, incomplete payment, or failure to adhere to relevant deadlines concerning the income derived from the Securities (including, but not limited to, tax deductions or other mandatory fees, suspension of payments by foreign depositories, etc.).
- 7.1.4.4. In the event that the revenue referred to in Sub-subclause 7.1.4.3 of these Rules is disbursed in a currency that cannot be directly transferred to the Client, the Company converts it into another currency as mutually agreed with the Client, using the foreign exchange rate established by the Central Bank as of the transfer date.
- 7.1.4.5. As part of the Custody service, the Company facilitates the exchange of information and documents between the issuer or other custodian (including centralized depository or foreign custodian) and the Client. This includes documents issued by the issuer or other custodian to the Client, as well as documents issued by the Client to the issuer or other custodian, for

the purpose of exercising the rights and entitlements associated with the securities.

### ***7.2. Services Related to Securities Issuance and Underwriting***

- 7.2.1. In the scope of services related to the issuance and/or underwriting of securities, the Company is authorized to offer the Client advisory and other services covering the issuance and/or underwriting of securities. Additionally, it may provide other services that are not included in the scope of underwriting services as defined in Subclause 6.4.1. of these Rules.
- 7.2.2. The scope of services related to the Issuance and/or Underwriting of securities, terms of delivery, deadlines, procedures and tariffs are agreed between the Client and the Company through reliable channels of information exchange.

### ***7.3. Provision of loan for facilitating transactions execution***

- 7.3.1. If the order contains a relevant note, the Company may lend funds and/or securities to the Client. This is applicable when the funds available on the Client's Investment Account are not sufficient for the conclusion of a certain transaction specified in the Order, and the Company is a party to the given transaction.
- 7.3.2. The Company bears no obligation to lend funds and/or securities to the Client. The Order may be rejected for lack of adequate funds under the Company's possession or on any other grounds. The Company bears no obligation to provide a justification for declining the Order.
- 7.3.3. The Client is obliged to provide funds and/or securities to the Company as collateral for the loan. The scope and limits of funds and/or securities subject to securing are agreed between the Company and the Client through reliable channels of information exchange.
- 7.3.4. The Company charges interest on the loan. The amount of interest is determined by the appropriate Tariffs or by mutual agreement of the Parties. The total amount of interest cannot exceed the maximum limit allowed by RA legislation.
- 7.3.5. No interests shall be charged for the date the loan is provided.
- 7.3.6. The Client repays the loan and pays the accumulated interest within 5 (five) business days from the date of the loan provision. In case of failing to observe the obligation specified in this clause, the Company has the right to extrajudicially levy and dispose of (if applicable) the funds and/or the Securities invested as a collateral. In case of their insufficiency, the balance of the obligation may be debited from the Client's Cash account in an unaccepted manner.

#### **7.4. Business Advisory Services**

- 7.4.1. Within the framework of business advisory services, the Company provides advice to the Client on the capital structure of legal entities, corporate strategy and issues of company restructuring.
- 7.4.2. The terms and conditions of advisory services provision (including scope and price) are agreed upon by the Company and the Client through reliable information exchange channels.
- 7.4.3. The Client is responsible for any adverse consequences resulting from the failure to provide the Company with the necessary information for the proper provision of advisory services.

#### **7.5. Development and distribution of research, analysis, general investment proposals**

- 7.5.1. The Company may develop and distribute financial market research, analysis, general investment recommendations, other analytical and/or marketing materials.
- 7.5.2. The items mentioned in the Sub-Clause 7. 5.1. are of an exclusively informative nature, and the Company is not responsible for the investment decisions made by the Client based on these materials.

### **8. Holding and Return of Client's Assets**

- 8.1. Within the purpose of protection of the Client's assets, placed under its possession, the Company shall:
  - 8.1.1. maintain records and accounts in such manner as to allow to segregate the assets of each Client from those of other Clients, as well as the Company's own assets at any time,
  - 8.1.2. ensure the accuracy and compliance of information, account management and accounting with the Client's funds and securities actually transferred to its possession and/or management,
  - 8.1.3. periodically performs reconciliations and adjustments among accounts, information, records of the Client's assets under its possession and the entities holding the client's assets, as well as among the balances of the Client's Securities and Cash accounts, their inputs and outputs,
  - 8.1.4. ensure that the Client's securities held by any third party can be segregated from its own securities, as well as from the securities of such third party,
  - 8.1.5. undertakes the necessary administrative measures and steps to manage the risk of loss of the Client's assets or rights related to the Client's assets in result of fraudulent or unauthorized use of the Client's assets, fraud, incomplete accounting or neglect.
- 8.2. The Company selects the venues of holding of the Client's assets on its own discretion, taking into account the expediency and the Client's preferences. The Client can instruct the Company to move their assets from the Company's Nominee Accounts and other accounts designated for managing client assets to its own securities or bank accounts by submitting a corresponding order. The Orders referred

to in this clause are processed within the most reasonable time possible. The Order for the transfer of securities specified in this point shall be submitted in the form of "Free delivery", and the order for the transfer of funds shall be submitted in accordance to the format specified on the official website of the Company.

- 8.3. The Company has the right to use the Customer's funds in its possession for its own benefit (including pledging, providing as a loan, investing as a deposit, etc.). The use of the Client's funds in the manner provided for in this clause does not affect the Company's obligations to protect and return the Client's funds.
- 8.4. The Company carefully selects third-party entities, such as banks and depositories, to safeguard the assets of its clients, adhering strictly to the criteria outlined in Chapter 13 of these Rules.
- 8.5. During the entire term of the Client's assets possession (including their use for the Company's own benefit), the Company strictly complies with the requirements of the legislation of the Republic of Armenia.
- 8.6. Within a period of 30 (thirty) business days from the termination date of the Contract, the Company returns the Client's assets, which are in its possession, by transferring them to the Client's designated accounts as specified in the corresponding Order.

## **9. Acting through the Authorized Person**

- 9.1. Under the terms of the Contract, the Client can act through an authorized person.
- 9.2. To authorize a third party to exercise rights and entitlements, the Client signs and submits to the Company a power of attorney using the form outlined in Annex 3 to these Rules, which clearly defines the scope and limitations of the authorized person's powers.
- 9.3. All rights, obligations, terminations, and changes arising from legal relations with the Company due to the Contract exclusively pertain to the Client as a result of the actions of the authorized person, irrespective of any separate legal relations the Company may have with the authorized person.
- 9.4. The Company is not responsible to the Client for the damages incurred by the Client as a result of the actions of the authorized person.

## **10. Conflict of Interests Prevention and Overcoming Policy**

10.1 This chapter covers the Company's Conflict of Interest Prevention and Overcoming Policy.

### *10.1.1. Preventing and Overcoming Conflicts of Interest between the Company and its Managers/Employees*

- 10.1.1.1. The managers and relevant employees of the Company shall permanently review and evaluate the possibility of conflicts of interest between themselves and the Company within the limits of the information available to them.
- 10.1.1.2. If the Managers or any other employee of the Company pursuant to the Sub-subclause 10.1.1.1 of these Rules, determines the likelihood of a conflict between their personal interests and those of the Company, or if such a conflict arises, the Chief Executive Officer shall be notified.



- 10.1.1.3. If the Company fails to prevent a conflict between the interests of the managers or other employees of the Company and the interests of the Company, the interests of the Company shall prevail.

*10.1.2. Prevention and overcoming of conflicts of interest between the Company and the Client*

- 10.1.2.1. The Company shall undertake all the measures and steps to prevent potential conflicts of interest between the Company and the Client, and if prevention is not possible, the company commits to minimizing such conflicts.
- 10.1.2.2. To prevent potential conflicts of interests between the Company and the Client, the Company avoids entering into transactions that could give rise to conflicts of interest, and if avoidance is not possible, it prioritizes the interests of the Client.
- 10.1.2.3. The Company executes the Client's Orders on the most favorable terms, in full compliance with the provisions of the Orders Execution Policy.
- 10.1.2.4. The Company's investment proposals, advertising and informational items shall contain a disclaimer on potential conflicts of interest.
- 10.1.2.5. The Company guarantees the segregation of competencies and authorizations among its brokers and dealers on the trading platforms and terminals it operates, ensuring that their instructions and transactions remain confidential and are not visible to each other.

*10.1.3. Prevention and overcoming of conflicts of interest between the Clients*

- 10.1.3.1. The Company takes all necessary measures to prevent potential conflicts of interest between the Client and other clients, and if prevention is not possible, the Company commits to minimizing such conflicts.
- 10.1.3.2. If the Orders of the Client and other clients may result in a conflict of interest, the Company prioritizes the Order submitted earlier, while also adhering to the other conditions outlined in the Order Processing Policy.

## **11. Order Processing Policy**

- 11.1. The Company undertakes all reasonable measures and steps to process the Orders within the best terms for the Client and to ensure the best possible result for the latter.
- 11.2. To execute orders under the best terms for the Client, the Company takes into consideration various factors associated with each Order. These factors include the price, the Client's incurred expenses, processing time, the likelihood of proper and prompt execution (including accurate final calculation), total order volume, characteristics of specified instruments (e.g., class, type), the nature of the order, client instructions, place of settlement, and any other information relevant to the order and its processing by the Company. The fulfillment of the order in accordance with the

specific instructions of the client outlined in this clause is regarded as the execution of the order under the best terms.

- 11.3. Market orders are performed until the end of the business day on which they were submitted, subject to availability in the market of the Security/Derivative Financial Instrument/Foreign currency specified in the order. Limit orders are performed when the necessary conditions are present.
- 11.4. In addition to the specifics of the order outlined in Sub-Clause 11.2. of these Rules, with the aim of processing the order under the best term for the client, the Company also considers the Client's characteristics, including whether the Client is classified as a Professional or Non-professional client, the instructions provided by the Client regarding the general procedure for order execution, the Client's preferences, and other information related to the Client that, in the opinion of the Company, are essential factors.
- 11.5. When processing the order, the Company selects the location for concluding the transaction in a way that minimizes the Client's total costs, including the price of securities and other expenses associated with the transaction.
- 11.6. When assessing the optimal price conditions, the Company considers not only the purchase/sale price of the specified financial instrument in the respective order but also all the commissions, fees, and costs that the client will bear as a result of the order execution.
- 11.7. The Order is considered as completed on the best terms if the Company forwards it for execution to the Partners chosen based on the criteria outlined in Chapter 13 of these Rules.
- 11.8. The Company consistently oversees the execution of orders to ensure compliance with the Order Execution Policy and adhere to best practices.
- 11.9. Compliance with the order execution policy does not eliminate the risks associated with order execution, as detailed in Annex 5 of these Rules.

## **12. Data and Information Disclosure**

### ***12.1. Company Information***

- 12.1.1. Detailed information about the Company, its contact details and operating licenses is set out in Annex 4 to these Rules.

### ***12.2. Information about the Instruments and Respective Risks***

- 12.2.1. Detailed information about financial instruments and the risks associated with each of them is set out in Annex 5 to these Rules.

### ***12.3. Information on investor protection mechanisms***

- 12.3.1. Detailed information on investors rights and entitlements, as well as on the measures and structural concepts for protection of their legitimate interests is presented in Annex 6 to these Rules.

## **13. Criteria for Selection of Depositories, Brokers and Other Partners**

- 13.1. The Company only delegates the provision of the services outlined in these Rules, or a portion thereof, to Partners if, in the Company's assessment, such delegation will result in the Client receiving services of higher quality.
- 13.2. The selection of partners shall be conducted in accordance with the RA legislation and the criteria specified in this Chapter.
- 13.3. The Partner's registration, licensing, operating authorizations, and operations must strictly comply with the laws and rules of its country of registration.
- 13.4. The Partner's activities must comply with internationally accepted standards and practices in its field of activity.
- 13.5. The Partner's financial indicators and all the activities reports (including investment activity) must reflect its efficient performance.
- 13.6. The Company should have access to comprehensive information regarding the partner's business history, key personnel, major clients, and remuneration mechanisms.
- 13.7. In cases when the Partner's activities are related to Portfolio management or other similar services, the Company must have access to documentary evidence that the relevant Partner's investment strategy has been effectively implemented over a certain period of time.
- 13.8. The choice of a partner and the initiation of a business relationship with them occur in accordance with all relevant corporate procedures of the Company.
- 13.9. The trading platforms, terminals, and other informational solutions provided by Partners to the Client are offered on an AS IS basis. The Company is not liable for malfunctions, defects in such systems and solutions, and the consequences and impacts of such failures.
- 13.10. The Company bears no responsibility for any damage caused to the Client due to the actions or inaction of a Partner who complies with all the criteria outlined in this chapter.

#### **14. Risk prevention measures**

14.1 The company incorporates and enforces a comprehensive Risk Management system, which includes internal audit procedures that adhere to the requirements of laws and regulations, as well as best international practices.

#### **15. Privacy Policy**

- 15.1. The Company collects and processes the personal data of the Client in connection with the provision of services defined by these Rules.
- 15.2. The Company may also collect information about the Client from other sources permitted by the RA legislation.
- 15.3. The use and processing of the Client's personal data is implemented in compliance with the requirements of RA legislation.
- 15.4. The Company is authorized to disclose the Client's personal data to its employees and/or Partners who have committed to maintaining the confidentiality of such information, as well as to competent public authorities.

- 15.5. If the Client utilizes the websites, trading platforms, and other electronic resources provided by the Company's Partners, his personal data shall be subject to the privacy policies of the corresponding sources and websites.
- 15.6. The Company diligently works to ensure the security of the Client's personal data within its possession.

## **16. Transitional Provisions**

- 16.1. These Rules are approved by the Chief Executive Officer of the Company's and become effective upon publication on the Company's official website.
- 16.2. The Company reserves the right to make changes and/or additions to these Rules on a unilateral basis, and the latter will come into force for the Client from the moment of publishing those on the Company's official website, except for cases when the Client informs the Company about his intention to terminate the Agreement in 5 (five) business days from the moment they are published on the Company's official website and/or from the date of receiving direct notification from the Company regarding these modifications.

**INVESTMENT KNOWLEDGE AND EXPERIENCE ASSESSMENT RESULTS**

1. Client's Full Name/Title \_\_\_\_\_
2. Client's SSN/TAX ID \_\_\_\_\_
3. Client code \_\_\_\_\_
4. Client classification \_\_\_\_\_

**Basis**

<b>The Client:</b>		
Is an investment company, branch of a foreign investment company, bank, credito organization, insurance company, investment/pension fund, investmen fund manager or a legal entity incorporated in a foreign country which, according to the legislation of that country, can exercise the functions of the entities listed herein	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is an investment company, branch of a foreign investment company, bank, credito organization, insurance company, investment/pension fund, investmen fund manager or a legal entity incorporated in a foreign country which, according to the legislation of that country, can exercise the functions of the entities listed herein	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is an international financial institution, including the International Monetary Fund, the European Central Bank, the European Investment Bank	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is a legal entity satisfying at least two of the following criteria:		
The balance value of the assets exceeds 500 milion AMD as to the end of the year preceding the conclusion of the Contract Agreement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The realization profits for the year preceding the conclusion of the Contract Agreement (pursuant to the Tax Code of the Republic of Armenia) exceeds 1 billion AMD	<input type="checkbox"/> Yes	<input type="checkbox"/> No
As to the end of the month preceding the conclusion of the Contract Agreement (if not known, as to the end of the month preceeding that month), the general capital of the person has been 50 million AMD	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is a person that satisfies at least 2 of the following criteria:		
Within 4 quarters prior to submission of the application the client performed 10 and more transactions within a month, with the volume of each transaction being, at the average, 1 million AMD	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The portfolio of the client is/exceeds 100 million AMD at the moment of submitting the application	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The client has at least 2-year professional experience in the securities market, which requires knowledge with regard to those services provided to the client, in relation to which the client initiates to be classified as a professional client	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The assessment of the client's knowledge and expertise shows that the client has the relevant ability and knowledge to use the investment services, adopt investment decisions and recognize the risks associated therewith	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Notes \_\_\_\_\_

\_\_\_\_\_

LANDMARK CAPITAL CJSC, CEO

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**ADDITIONAL ACCOUNT(S) OPENING APPLICATION**

Date \_\_\_\_\_

You are kindly requested hereby to open an appropriate investment account in accordance with the LANDMARK CAPITAL CJSC Rules for provision of Investment and Non-Core Services

Account Type		Quantity
OWN Investment Account	<input type="checkbox"/>	
CLIENT Investment Account <sup>1</sup>		
Aggregated	<input type="checkbox"/>	
Segregated	<input type="checkbox"/>	

**Client Information:**

Client's Full Name/Title	
Account Code at the Company	

Authorized Signatory Name \_\_\_\_\_

Authorized Signatory Position \_\_\_\_\_

Signature \_\_\_\_\_

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<sup>1</sup> Client declaration form along with other statements should be filled out by the Client in accordance with the format provided on the official website of the Company.

**POWER OF ATTORNEY**

Date \_\_\_\_\_

With this Power of Attorney \_\_\_\_\_ (hereinafter «Client»)  
Client's Name/Titleauthorizes \_\_\_\_\_ (hereinafter «Representative») to act on their behalf and  
Representative's name  
under the legal relationship with LANDMARK CAPITAL CJSC (LMC) within the specified limits and  
conditions:**1. Scope of the Powers of the Representative**The representative is authorized to perform the following actions on behalf of the Client and at  
the expense of the latter:

- to open an investment account(s)
- to fund the investment account(s)
- to withdraw funds/Securities from investment account(s)
- carry out transactions (issue orders for executing transactions) with the following instruments:
  - securities:
    - o bonds;
    - o equity;
    - o investment fund units;
  - currency:
  - derivatives:
    - o securities swaps;
    - o currency swaps;
    - o interest rate swaps;
    - o call options;
    - o put options;
    - o securities futures;
    - o currency futures;
    - o securities forwards;
    - o currency forwards;
  - alternative investment instruments;
  - structured investment instruments;
  - exercise rights associated with custody of securities and other financial instruments;
  - receive income from acquired financial instruments (e.g. coupon payments, dividends);
  - lend securities and other financial instruments within the following limits  
\_\_\_\_\_;

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Vazgen Sargsyan str. 10, 1st floor, office 118, 0010, Yerevan, Republic of Armenia,  
+374 (60) 277274/75 info@landmarkcapital.am www.landmarkcapital.am



- borrow securities and other financial instruments within the following limits \_\_\_\_\_;
- lend money for execution of transactions with securities and other financial instruments within the following limits \_\_\_\_\_;
- borrow money for execution of transactions with securities and other financial instruments within the following limits \_\_\_\_\_;
- require and receive advice on investments in securities;
- exercise rights associated with settlement of transactions with securities and other financial instruments;
- make/submit/modify investment declarations,
- receive reports and other information on transactions and financial instruments;
- disclose any information on Client (including beneficial ownership information required) by LMC,
- sign any agreements and other documents necessary for the execution of the powers mentioned above.

## 2. Term of Force

This Power of Attorney shall be valid for a period of \_\_\_\_\_.

Insert the term

*Please note that under the Laws of the Republic of Armenia the maximum validity time period of a power of attorney is three years.*

## 3. Identification Details:

### **Client**

Name: \_\_\_\_\_

State registration/Identification Document Number:

\_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

### **Representative**

Name: \_\_\_\_\_

State registration/Identification Document Number:

\_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Phone: \_\_\_\_\_

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+374 (60) 277274/75 info@landmarkcapital.am www.landmarkcapital.am

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Email: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

*Signature* \_\_\_\_\_

**INFORMATION ABOUT THE COMPANY****LANDMARK CAPITAL Closed Joint-Stock Company****License N 16 for Investment Services Provision issued by RA Central Bank on March 29, 2019****TAX ID: 02695279****Legal Residence and Business Location:  
territory 118, Vazgen Sargsyan 10, Yerevan, 0010, RA****Official website: [www.landmarkcapital.am](http://www.landmarkcapital.am)\*****Official email: [info@landmarkcapital.am](mailto:info@landmarkcapital.am)****Phone Number: +374 60 277274****Languages of communication and information exchange: Armenian, English, Russian**

*\*[www.landmarkcapital.am](http://www.landmarkcapital.am) is the only official website of the LANDMARK CAPITAL Closed Joint- Stock Company. Any other websites with names and/or content similar to [www.landmarkcapital.am](http://www.landmarkcapital.am) website are not related to LANDMARK CAPITAL CJSC, while LANDMARK CAPITAL CJSC is not responsible for the content of such sources, as well as for the losses and damages caused by use of those.*



**INFORMATION ON FINANCIAL INSTRUMENTS AND ASSOCIATED RISKS**

***THE CLIENT BEARS THE RISK related to transactions in the financial markets. The Company WILL NOT INDEMNIFY OR REIMBURSE the Client's losses and damages unless they were caused by the Company's unconscionable conduct.***

**1. Essential Types of Risks**

Investment activities and certain financial instruments are featured by the following types of risk (please note that the list of risks presented below is not complete and exhaustive):

<b><i>Prices Fluctuation Risk</i></b>	Risk of instrument price fluctuations (increase/decrease) under the influence of various impacts. Since these factors are beyond the Company's control, the value of the Client's portfolio may decrease significantly as a result of price fluctuations.
<b><i>Issuer's Insolvency Risk</i></b>	The risk of the issuer's inability to repay the debt to investors, as a result of which the investor may lose the funds invested either wholly and in certain part.
<b><i>Regulatory Framework Changes Risk</i></b>	Risk of changes in the rights and obligations of investors as a result of relevant legislative and/or regulatory modifications (for example, revision of tax obligations).
<b><i>Social&amp;Political Risk</i></b>	Risk of adverse consequences for investors due to socio-political unrests, upheavals and events (e. g. coups, mass riots, etc.) occurring in the relevant country(ies).
<b><i>Falsification Risk</i></b>	Risk of adverse consequences for investors as a result of fraud and other crimes (including hiding of information from investors) during the issuance, underwriting and sale of a financial instrument.
<b><i>Operational Risk</i></b>	Risk of direct or indirect losses resulted in by malfunctions of information, electrical, electronic, communication channels and other frameworks or due to imperfect infrastructure of the market (including errors in the implementation of operational technologies, management, accounting and controlling or monitoring processes, certain actions or inactions of personnel, failures and malfunctions within the IT systems of stock exchanges, depositories, settlement clearing organizations).
<b><i>Technology-Related Risk</i></b>	Risk of incurring losses due to human industrial activities (for example, accidents, fires) occurring as a result of human economic operations.
<b><i>Natural Risks</i></b>	Risk of facing losses as a result of natural disasters occurring independently of human will.

***Liquidity Dropdown Risk***

Risk of market players' interest loss in the relevant instrument. The reason for such loss of interest may be the results of financial and economic activity of the issuer, corporate actions, the general condition of the market, the rules of the ranged markets, etc., which may lead to a decrease in the price of the instrument and, therefore, also in the total value of the Client's portfolio.

**2. Description of Financial Instruments and Risks associated to those**

<b>Instrument</b>	<b>Description</b>	<b>Risks</b>
<b><i>Bond</i></b>	<p>A debt security (bond) that certifies the issuer's obligation to return the principal amount of the bond (face/nominal value) to the investor, as well as to pay the interest (coupons) assumed the terms of the issue. In other words, by issuing a bond, a company or government borrows money.</p> <p>Based on the deadline, those can be:</p> <ol style="list-style-type: none"> <li>1. short-term: the repayment (debt repayment) period is less than one year,</li> <li>2. medium-term: the repayment (debt repayment) period is one to five years,</li> <li>3. long-term: the repayment (debt repayment) period is more than five years.</li> </ol> <p>Usually, the market value of the bond is expressed as a percentage of the nominal value. if it is more than 100%, then the market value exceeds the nominal value, and if it is less than 100%, then the market value is lower than the nominal value</p> <p>Based on the issuer, the bonds are classified per the following types:</p> <ol style="list-style-type: none"> <li>1. state bonds issued by the Republic of Armenia (on behalf of the Ministry</li> </ol>	<p>A bond is traditionally considered the safest and most reliable instrument. However, investing in bonds is not free of risk. The main types of risks peculiar to such investments are the price fluctuations and the issuer insolvency.</p>

	<p>of Finance) or by another state (country),</p> <p>2. municipal - issued by communities (on behalf of local self-government bodies),</p> <p>3. corporate - issued by private entities.</p>	
<b><i>(Stock) Share</i></b>	<p>An equity security that certifies the rights and entitlements of the investor to participate in the management of the issuer, to receive dividends from the latter's incomes and revenues, as well as to receive a share of the remaining property after liquidation.</p>	<p>The financial and economic activity of the company has a direct impact on the fate of the shareholders' income and investments. In particular, the bankruptcy and liquidation of the company leads to the loss of the entire investment amount. As for dividends, their payment is at the discretion of the issuer. Hence, it is not ruled out that dividend payments will not be made for long periods of time.</p>
<b><i>Option</i></b>	<p>A contract under which one party (the option buyer) acquires the right to sell (buy) a certain underlying asset/funds (currency, security or other asset) at the time and price specified in the Contract, and the other party (the option seller) undertakes to buy (sell) this asset/funds (currency, security or other asset). Any option, currency options, options with securities or options with other assets are differentiated depending on the type of asset underlying. The option that gives the right to sell is called a put option, and the one that gives the right to buy is called a call option.</p>	<p>As derivative instruments depending on the prices of the underlying asset, options are considered risky investments, since it is difficult to predict the direction of the market (individual instrument) development, without adequate investment knowledge and experience, especially for the long term.</p>
<b><i>Swap</i></b>	<p>The currency swap is a contract that enables the exchange (purchase/sale) of two currencies at a rate determined by the contract (spot rate), to exchange these currencies back (sale/purchase) at a rate determined by the contract agreement (forward rate), as well as to exchange interest amounts predetermined by the contract agreement provided. In this type of swap, a fixed interest rate and</p>	<p>As a complicated instrument, the swap is featured by all the risks specific to derivative financial instruments.</p>

	<p>a floating interest rate, as well as 2 different floating tariffs may be exchanged.</p> <p>An exchange rate swap is a simple type of currency swap that enables the exchange (buy/sell) of two currencies at a contractually defined exchange rate (spot rate) with the condition of exchanging (buying/selling) those currencies within a contractually defined period and rate (forward rate). An interest rate swap is a contract that enables exchange of cash flows in the form of interest payments. In the case of an interest rate swap, the underlying funds are not exchanged, but only the interest payments calculated on those funds are exchanged. In this type of swap, interest payments calculated at a fixed rate can be exchanged with interest payments calculated at a floating rate, as well as interest payments calculated at 2 different floating tariffs.</p>	
<b><i>Forward</i></b>	<p>An agreement concluded beyond the ranged market regarding the future purchase or sale of an asset/funds (currency, security, or other asset) at a predetermined price and on non-standard basis, in which case the parties assume the obligation to perform the final settlement of the transaction. Depending on the type of asset underlying the forward (forward transaction), the forward (forward transaction) is considered a currency forward, a securities forward or a forward in other assets.</p>	<p>Since the forward does not generate cash flows immediately (according to the terms of the Contract, they shall be generated in the future), the main risk is related to the counterparty's insolvency, bankruptcy, as well as failure to observe the obligation for any other reason.</p>
<b><i>Futures</i></b>	<p>An agreement concluded at a ranged market regarding the future purchase or sale of an assets/funds (currency, security, or other asset) at a</p>	<p>Since the forward does not generate cash flows immediately (according to the terms of the Contract, they shall be generated in the future), the main risk is</p>



	predetermined price and on non-standard basis, in which case the parties assume an obligation to complete the final settlement of the transaction. Depending on the type of asset underlying the forward (forward transaction), the forward (forward transaction) is considered a currency forward, a securities forward or a forward in other assets.	related to the counterparty's insolvency, bankruptcy, as well as failure to observe the obligation for any other reason.
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### 3. Other Risks Related to the Services

There are also other risks peculiar to the investment activities. The Client should take into account the following:

1. Any investment activity assumes and contains risky elements.
2. The prospective return on investment is inversely proportional to the risk grade. Appearing as a tool for obtaining revenues, risk is also fraught with possible losses.
3. When launching and implementing any investment activities, it is extremely important to study the quantitative and qualitative features of the risk undertaken.
4. The safest and the most reliable ones are the fixed income instruments, i.e. bank deposits, bonds, fully collateralized instruments, and other tools that provide an upfront known yield within the specified time period. However, even the tools mentioned in this point are not free of risks, the matter is that there are fewer of them (hence, the returns on these instruments are also lower).
5. Among the instruments mentioned in the previous paragraph, shares and other instruments with partial/conditional security are the most risky. Due to the lack of fixed returns, the degree of risk increases (while the return also increases accordingly). The significance of the investor's actions is also increasing. Unlike bonds, returns/losses from stocks are highly dependent on the investor's correct and timely decisions on buying/selling.



**INVESTORS' RIGHTS AND LEGAL INTERESTS  
PROTECTION MEASURES AND STRUCTURES**

Complaints regarding the actions/inactions of the Company and its employees may be submitted to the Company during business hours.

Natural Person and Individual Entrepreneur Clients, and legal entity Clients registered as micro-enterprises according to the RA Tax Code, have the option to submit complaints arising from transactions made by and between the Company and the Client to the RA Financial System Mediator on business days during the following hours: 09:00-18:00 (break: 13:00-14:00).

Any person/entity has the right for judicial protection.

Any natural person/legal entity has the right to obtain the information defined by the Law of the Republic of Armenia On Securities Market. The information is provided within 3 business days, for which no commission is charged if the information is provided by hand or by e-mail, and in case of delivery by fax or ordinary post offices mail, the costs incurred by the Company may be charged in connection with the delivery.

In respect to the submission of complaints and the process of making decisions on them, the Procedure 8/04 "Minimum requirements and principles set forth to internal legal acts regulating the process of examination of clients complaints" approved by the Resolution No. 225-N dated 28.07.2009 issued by the Board of the Central Bank of RA applies.

**Annex 7.1****NOTIFICATION ON APPROVAL/REJECTION OF APPLICATION**

Dear \_\_\_\_\_, we inform you that

*Client Name/Title*

your application dated \_\_\_\_ to join the Contract on provision of Investment and Non-core Services by "LANDMARK CAPITAL CJSC has been accepted/rejected.

\_\_\_\_\_ has been classified as \_\_\_\_\_.

*The name of the client is filled in*

*if the application is approved*

Your Client Code is \_\_\_\_\_.

*filled in if the application is approved*

The following account(s) have been opened for you:

<b>Account type</b>	<b>Account number</b>
OWN Investment Account	
CLIENT Investment Account	
Aggregated	
Segregated	

CEO of LANDMARK CAPITAL CJSC \_\_\_\_\_

Signature: \_\_\_\_\_

Vazgen Sargsyan str. 10, 1st floor, office 118, 0010, Yerevan, Republic of Armenia,  
+374 (60) 277274/75 info@landmarkcapital.am www.landmarkcapital.am

Date: \_\_\_\_\_

**NOTIFICATION ON APPROVAL/REJECTION OF  
ADDITIONAL ACCOUNT(S) OPENING APPLICATION**

Dear \_\_\_\_\_, we inform you that

*Client Name/Title*

your application dated \_\_.\_\_.\_\_\_\_ to open additional accounts "LANDMARK CAPITAL CJSC has been accepted/rejected.

The following account(s) have been opened for you:

<b>Account type</b>	<b>Account number</b>
OWN Investment Account	
CLIENT Investment Account	
Aggregated	
Segregated	

CEO of LANDMARK CAPITAL CJSC \_\_\_\_\_

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

**NOTIFICATION ON APPROVAL/REJECTION OF  
APPLICATION FOR AMENDMENT OF THE CONTRACT  
(WITHDRAWING SERVICES/ADDING SERVICES)**

Dear \_\_\_\_\_ , we inform you that

*Client Name/Title*

your application dated \_\_.\_\_.\_\_\_\_ for the Amendment of the Contract on provision of Investment and Non-core Services by "LANDMARK CAPITAL CJSC has been accepted/rejected.

CEO of LANDMARK CAPITAL CJSC \_\_\_\_\_

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

**APPLICATION FOR AMENDMENT OF THE CONTRACT  
(WITHDRAWING SERVICES/ADDING SERVICES)**

\_\_\_\_\_ date

With this application \_\_\_\_\_ is willing  
*Client's first and last name/Title*  
 to change \_\_\_\_\_ Contract for provision of investment and non-core services  
*the date of the contract*  
 signed with LANDMARK CAPITAL CJSC

***Client information:***

First name, last name/Title	
Client Code	

The Client wishes to use the following investment and/or non-core services of LANDMARK CAPITAL CJSC in accordance with this Contract Agreement and the Regulations:

- Brokerage services, including:
  - Operations with securities;
  - Operations on the currency buy/sell at the cost of the Client;
  - Leverage, including forex transactions;<sup>2</sup>
- Investment Consultancy
- Securities portfolio (package) management
- Securities best effort underwriting
- Securities custody
- Provision of loan for executing transactions with Securities
- Provision of services related to the arrangement of the issuance and placement of securities,
- Consultations on the issues related to the capital structure of companies, corporate strategy, restructuring of companies

The Client hereby confirms that he is acknowledged and familiar with the investment and non-core services provision Contract Agreement (Terms and Conditions) by LANDMARK CAPITAL CJSC, Regulations for the provision of investment and non-core services (including information about LANDMARK CAPITAL CJSC, its services and securities) and investment and non-core service rates (including costs, fees and commissions).

<sup>2</sup> The maximum amount of the leverage, the conditions of its modification, information about mechanisms of compensation for losses resulting from transaction, the procedure for transfer of the margin and other special conditions of the transaction are set out by a separate agreement signed between the Company and the Client.



- The Client agrees to be ranked as a Professional Client upon meeting the Professional Client criteria and is informed that in case of classification as such certain legislative client protections measures will not be applicable towards them and they will lose protection to some extent.
- The Client agrees to be registered in the Register of Qualified investors in case of classification as a professional client.<sup>3</sup>
- The client is aware that leverage transactions, including forex transactions, pose a high degree of and such transactions are suitable only to those professional clients, which are ready to lose the invested assurance amount (margin), and realizes that price fluctuations are inherent to such transactions, which can lead to both high returns and significant losses.

The Client wishes to receive reports:<sup>4</sup>

- quarterly
- per each transaction:

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Authorized Representative's Signature

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<sup>3</sup> The Register of Qualified Investors is run by the Central Bank of Armenia. To be registered in the Registry, the Client must submit the Application for Registration set out in Appendix 1 to the Regulation 4/06 of the Central Bank.

<sup>4</sup> To be filled-in only if using the Securities Portfolio Management Services



**AGREEMENT ON SIGNING OF THE CONTRACT  
FOR THE PROVISION OF  
INVESTMENT AND NON-CORE SERVICES BY LANDMARK CAPITAL CJSC  
LMC-MAA-ddmmyy-XXX**

Date \_\_\_\_\_

"LANDMARK CAPITAL" Closed Joint-Stock Company (investment services provision license No. 16, Tax ID: 02695279, address: territory 118, Vazgen Sargsyan 10, Yerevan, 0010, RA) (hereinafter the "Company"), represented by Chief Executive Officer \_\_\_\_\_, who acts on the basis of the Charter, and \_\_\_\_\_, address: \_\_\_\_\_) (hereinafter the "Client"), on the other hand, collectively referred to as the "Parties" and individually as the "Party", have agreed to the following:

### **1. Subject of the Agreement**

1.1. The Parties, in accordance with the procedure established by the Civil Code of the RA, the Law of the RA "On the Securities Market" and other legal acts, the Rules for the provision of investment and non-core services of the company (hereinafter the "Rules"), sign a Contract for the provision of investment and non-core services (hereinafter the "Services") (hereinafter the "Contract")

1.2. The Parties accept the terms and conditions of the Contract for the provision of investment and non-core services by Landmark Capital CJSC.

1.3. The scope of services is defined in the Application submitted by the Client and accepted by the Company to join the Contract for the provision of investment and non-core services by Landmark Capital CJSC (hereinafter the "Application"), along with all its amendments, which are attached to this document as an integral annex.

### **2. Rights, obligations and liability of the parties**

2.1. The rights, obligations and responsibilities of the Parties are defined in the Contract and the Rules.

2.2 In addition to the rights, obligations and responsibilities defined by the Contract and the Rules, the Parties also have other rights and responsibilities defined by the RA legislation, as well as bear the responsibility defined by the RA legislation.

### **3. Payment terms**

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3.1. The payment for the services is defined by the Company's Tariffs for provision of investment and non-core services, and the calculation and payment procedure is defined by the Contract.

#### **4. Transitional clause**

4.1. This document is made in English language in 2 (two) copies with equal legal force. Each party is given one copy.

4.2. The two-sided signed annex attached to this document presents the Company's and Client's reliable means of information exchange and the details of the authorized persons. In case of a change of reliable means of information exchange and authorized persons, the parties shall execute a new annex.

#### **COMPANY**

"LANDMARK CAPITAL" CJSC  
territory 118, Vazgen Sargsyan 10  
Yerevan, 0010, RA  
TIN. 02695279  
Chief Executive Officer

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#### **CLIENT**

**Reliable means of exchanging information**

Company	Client

**Details of authorized persons**

Company		Client	
Eligible persons	Operations	Eligible persons	Operations

**Information on the signatories**

Company		Client	
Eligible persons	Types of documents	Eligible persons	Types of documents

**COMPANY**
**CLIENT**
**"LANDMARK CAPITAL" CJSC**

territory 118, Vazgen Sargsyan 10  
Yerevan, 0010, RA  
TIN. 02695279  
Chief Executive Officer

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